GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.

(AUTOMOBILE ASSEMBLY PLANT)
Manufacturing & Assembly of Motor Vehicles

PROPOSAL OF THE PROMOTER

TO MAKE FOREIGN INVESTMENT

IN THE UNION OF MYANMAR

Form (2)

Proposal Form for the Investment to be made in the Republic of the Union of Myanmar

To

Chairman
Myanmar Investment Commission

Reference No.
Date. .02.2018

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Section 36 of the Myanmar Investment Law by furnishing the following particulars:-

1. The Investor's:-
   (a) Name ....Mr. Li Jifeng
   (b) Father's name.......Mr. Li Yuzhen
   (c) ID No./National Registration Card No./Passport No. ...Pp. No. E73367264
   (d) Citizenship ....Chinese
   (e) Address
      (i) Address in Myanmar ....
      (ii) Residence abroad .... Room 2654, No.6, Qinqixi Road, Litong District, Wuzhong City, Mingxia Province, China.
   (f) Phone /Fax .... +86-13987125515, +95-9255893096
   (g) E-mail address .... 352101145@qq.com
   (h) Name of principle organization ....Shining Star International Holdings Limited
   (i) Type of Business ....
   (j) Principle company's address: Room 1806 18/F
   Park-In Commercial Centre
   56 Dundas Street Mongkok, Kowloon, Hong Kong.
2. If the investment business is formed under Joint Venture, partner's:-
   (a) Name ....U Ye Htut Lin
   (b) Father's name ....U Aung Win
   (c) ID No./National Registration Card No./Passport No. ..... 7/La Pa Ta (Naing)09749
   (d) Citizenship ....Myanmar
   (e) Address: .....
      (i) Address in Myanmar ...... No.(49/2), Corner of Thiri Myaing-2 Street and Paung Se Street, (13) Ward, Hlaing Township, Yangon.

(ii) Residence abroad ....

(f) Parent company ....

(g) parent company's address ....

Note: The following documents need to be attached according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy);

(2) National Registration Card (copy) and passport (copy);

(3) Evidences about the business and financial conditions of the participants of the Proposed investment business;

3. If the investor don't apply for permission to make investment by himself/herself, the applicant;

(a) Name ....

(b) Name of Contact Person ....
(if applicant is business organization)

Remark: To submit the official letter of legal representative as attachment

(c) ID No./ National Registration Card No./Passport No. ....

(d) Citizenship ....

(e) Address in Myanmar : ....

(f) Phone / Fax : ....

(e) E-mail : ....

4. Type of proposed investment business:- Manufacturing and Assembly of Motor Vehicles

5. Type of business organization to be formed:-

☐ One Hundred Percent ■ Joint Venture (To attach the draft of JV agreement)

☐ Type of Contractual basis (To attach contract (agreement) draft)

6. List of shareholders:-

No.	Name of Shareholder	Citizenship	Share percentage
1	Shining Star International Holding Limited (Represented by Mr. Yan Yu)	Chinese	60%
2	U Ye Htut Lin	Myanmar	20%
3	Mr. Qian Haifang	Chinese	20%

7. Particulars of Company incorporation

(a) Authorized Capital ....

(b) Type of Share ....Ordinary share

(c) Number of Shares ......(15,000) share

Note: Memorandum of Association and Articles of Association of the Company shall be

submitted with regard to above paragraph 7.

8. Particulars of Paid-up Capital of the investment business

		Kyat/US$ (Million)	
(a) Amount/percentage of local capital to be contributed	....	20%	USD 12.19
(b) Amount/percentage of foreign capital to be brought in	....	80%	USD 3.13
	Total -		**USD 15.32**

(c) Annually or period of proposed capital to be brought in ---- within (1) year after receiving MIC Permit

(d) Value /Amount of investment ------ USD (15.32) million

(e) Investment period ....(50) Years plus automatically extended by (2) terms of (10) years

(f) Construction/Preparation period .....within (1) year

Note: Describe with annexure if it is required for the specific condition in regard to the above Paragraph 8 (e).

9. Detailed list of foreign capital to be brought in -

	Foreign Currency US$ (Million)	Equivalent Kyat (Million)
(a) Foreign currency (Type and Value)	0.1500	202.50
(b) Machinery and equipment(Import) (to enclose detailed list)	1.3451	1815.89
(c) The value of initial raw materials and other similar materials (to enclose detailed list)	....	....
(d) Value of License, intellectual property, Industrial design, trade mark, patent, etc.	....	....
(e) Value of technical know-how	....	....
(f) Other - Construction materials (Import)	6.4178	8664.03
- Construction materials (Local)	1.1635	1570.73
- Factory Equipment & Fixture (Import)	2.2271	3006.58
- Factory Equipment & Fixture (Local)	0.3212	433.62
- Electricity Equipment (Local)	0.5653	763.16
Total -	**12.1900**	**16456.51**

Remark: The evidence of permission shall be submitted for the above paragraph 9 (d) and (e).

10. Details of local capital to be contributed -

		Equi.USD	Kyat (Million)
(a)	Amount	....	....
(b)	Value of machinery and equipment (to enclose the detailed list)	....	....
(c)	Value or rental rate of land and buildings	....	....
(d)	Cost of building construction	....	....
(e)	Value of furniture and fixture (to enclose the detailed list)	0.0104	14.04
(f)	Value of initial raw material (to enclose the detailed list)	....	....
(g)	Others - Office Equipment	0.0071	9.600
	- Vehicles	0.0296	40.0000
	- Land Lease	2.7656	3733.56
	- Building Cost	0.3200	432.00
	Total-	**3.1327**	**4229.20**

11. Particulars of Loans –

*Loan (Local) .... Kyat(s)

.... US$

*Loan (abroad) .... US$

12. Particulars about the Investment Business –

(a) Investment Location(s)/place ...... Mandalay Myotha Industrial Park (MMIP),Mandalay

(b) Type and area requirement for land and building

(i) Location ..... Plot No. B-1-1, Block: Factory Area, Zone: 2C, Myotha Industrial Park, Between Myotha and Nabu-Aing Village, Ngazun Township, Myingyan District, Mandalay Region.

(ii) Area and number of land/building ..... 81,341.245 Sq. metre/(20.1) Acre One plot, (3) buildings

(iii) Owner of the land .....

(aa) Name/company/department ..... Mandalay Myotha Industrial Park (MMIP)

(bb) National Registration Card No. –NA-

(cc) Address ….. 26th. Street Between 58 and 60th Streets, Aung Myae Thar San, Mandalay.

(iv) Type of land … Industrial Zone

(v) Period of land lease contract (50) years plus automatically extended by (2) terms of (10) years

(vi) Lease period … Form 2018 To 2068 (50)years & extension (20)years

(vii) Lease rate

(aa) Land ….. USD(2,684,261.08 (for original 50-years & extension 20-years)

(bb) Building ….. –Nil-

(viii) Ward ….. Myotha Industrial Park, Between Myotha and Nabu-Aing Village

(ix) Township … Ngazun Township

(x) State/Region … Mandalay Region

(xi) Lessee ….

(aa) Name/ Name of Company/ Department …Gold Aya Motors International Group Co., Ltd.

(bb) Father's name ….. –

(cc) Citizenship ….. –

(dd) ID No./Passport No.

(ee) Residence Address … -

Note: The following documents have to be enclosed for above Paragraph 12 (b)

14. to enclose land ownership and evidences(except industrial zone) and land map;

(ii) land lease agreement (draft);

(c) Requirement of building to be constructed;

(i) Type / number of building … (3) buildings

1.Car Showroom & Office -29,618 sq.ft. (174 ft.3 inches x 99 ft. 5 inches) (3 storey building)

2. Accommodation & Canteen – 28,644 sq.ft.(139 ft. 7 inches x 52 ft. 11 inches) (4 storey building)

3. Factory - 78,296 sq.ft.(494 ft. 1 inch x 158 ft. 6 inches) (1 storey building)

(ii) Area - (136,558) sq. feet

(d) Annual products to be products to be produced/ Services --- schedule attached

(e) Annual electricity requirement --- (1,100) kilowatt

(f) Annual requirement of water supply .... (3.00) million gals.

13. Detailed information about financial standing –

(a) Name/company's name ... (1) Hong Kong Shining Star and Construction Co.,Ltd. (subsidiary company of SSI)

(2) Mr. Qian Haifand-ICBC Bank A/C No.6212262511000137459

(3) U Ye Htut Lin-CB Bank A/C No.0068600100053317 CB Bank A/C No.013 20 79503

(b) ID No./National Registration Card No./Passport No. ..... -

(c) Bank Account No. ...... 6010010000000071949, ICBC

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above paragraph 13.

14. List of Employment:-

Item	Designation /Rank	Citizen	Foreign	Total
a	Senior management (Managers, senior officials)		1	1
b	Other management level (Except from senior Management)	4	14	18
c	Professionals			
d	Technicians	50	-	50
e	Advisors	-	-	-
f	Skilled Labour	41	-	41
g	Workers	15	-	15
	Total –	110	15	125

The follow information shall be enclosed: -

(i) Social security and welfare arrangements for all employees;

(ii) Evaluation of environmental impact arrangements

15. Describe whether other Applications are being submitted together with the Proposal or not

■ Land Rights Authorization Application

■ Tax Incentive Application

16. Describe with annexure the summary of proposed investment.

Signature of the applicant

Name: Mr. Li Jifeng
Title: Promoter
Department /Company – Gold Aya Motors International Group Company Limited

(Seal/Stamp)

Mr. Li Jifeng
Director
Gold Aya Motors International Group Co., Ltd.

Date: .01.2018

Summary of Proposed Investment (Rule 38)

1. Please describe any other person who has a significant direct or indirect interest in the investment

(a) Please describe an Enterprise or individual who are entitled to possess more than 10% of the profit distribution:

(1) Name ----

(2) Address ----

(3) Company Registration No. or N.R.C No./ Passport No. ----

(b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of that companies:

(1) --

(2) --

(3) --

2. The principle location or locations of the investment: ------- Plot No. B-1-1, Block- Factory Area, Zone: 2C, Myotha Industrial Park, Between Myotha and Nabu-Aing Village, Ngazun Township, Myingyan District, Mandalay Region.

3. A description of the sector in which the investment is to be made and the activities and operations to be conducted: ----- -----

4. The proposed amount of the investment (in Kyat and US$) ------ Kyats (20,676.20) million, USD(15.32) million

5. A description of the plan for the implementation of the Investment including expected timetable:

(a) Construction or Preparatory Period (Describe MM/YY) - within (1) year

(b) Commercial Operation Date (Describe MM/YY) – As soon as Construction is completed

6. Number of employees to be appointed:

(a) Local ------ (15) Nos.

(b) Foreign (Expert/ Technician) ------ (110) Nos.

7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in-Kinds) in Kyat and US$

(a) Capital in-cash to be brought in ------ (0.15)Million USD

(b) Capital in-kind to be brought in ------ (12.04) Million USD

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

Undertaking

I / We hereby declare that the above statements are true and correct to the best of my/our knowledgeand belief.

I / We fully understand that proposal may be denied or unnecessarily delayed if the applicant fails to
provide required information to access by Commission for issuance of permit.

I / We hereby declare to strictly comply with term and conditions set out by the Myanmar Investment Commission.

Signature of the applicant

Name: Mr. Li Jifeng

Title: Promoter

Department /Company - Gold Aya Motors International Group Company Limited

(Seal/Stamp)

Mr. Li Jifeng
Director
Gold Aya Motors International Group Co., Ltd.

Date: .1.2018

အဆိုပြု ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ် (နည်းဥပဒေ ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ဖြစ်စေ အကျိုးစီးပွား သိသာထင်ရှားစွာ ပါဝင်သော အခြား ပုဂ္ဂိုလ်များ ဖော်ပြရန် –

(က) ရင်းနှီးမြှုပ်နှံသူမှ ရရှိမည့် အမြတ်ငွေ၏ ၁၀% နှင့်အထက်ကို ပိုင်ဆိုင်ခွင့်ရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရှိသည့် လုပ်ငန်း၏ –

(၁) အမည် – –

(၂) ဆက်သွယ်ရမည့်လိပ်စာ– –

(၃) မှတ်ပုံတင်အမှတ် – –
(တစ်ဦးထက်ပိုပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်)

(ခ) ခွင့်ပြုမည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရာတွင် တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံကုမ္ပဏီများ၏ အမည်ကို ဖော်ပြရန်–

(၁) –

(၂) –

(၃) –

၂။	ရင်းနှီးမြှုပ်နှံမှု၏ အဓိကတည်နေရာ သို့မဟုတ် တည်နေရာများ	– Plot No. B-1-1, Block- Factory Area, Zone: 2C, Myotha Industrial Park, Between Myotha and Nabu-Aing Village, Ngazun Township, Myingyan District, Mandalay Region.
၃။	ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းပြုလုပ်မည့် ကဏ္ဍနှင့် ဆောင်ရွက်မည့်စီးပွားရေးလုပ်ငန်း ဖော်ပြချက်	– မော်တော်ယာဉ်တပ်ဆင်ထုတ်လုပ်ခြင်း လုပ်ငန်း
၄။	အဆိုပြုထားသော ရင်းနှီးမြှုပ်နှံမှု ပမာဏ (မြန်မာကျပ် နှင့် အမေရိကန်ဒေါ်လာ တို့ဖြင့် ဖော်ပြရန်)	– ကျပ်သန်းပေါင်း(၂၀,၆၇၆.၂၀) အမေရိကန်ဒေါ်လာ(၁၅.၃၂)သန်း

၅။ ရင်းနှီးမြှုပ်နှံမှု အကောင်အထည်ဖော်မည့် ခန့်မှန်းအချိန်ဇယား. အပါအဝင် အစီအစဉ် ဖော်ပြချက် –

(က) တည်ဆောက်ရေးကာလ သို့မဟုတ် ပြင်ဆင်မှုကာလ (နှစ်၊လ တို့ဖြင့် ဖော်ပြရန်) – MIC ခွင့်ပြုချက်ရပြီး(၁)နှစ်အတွင်း

(ခ) စီးပွားဖြစ်စတင်မည့်ကာလ (နှစ်၊လ တို့ဖြင့် ဖော်ပြရန်) – တည်ဆောက်မှုပြီးစီးသည်နှင့် ချက်ချင်း

၆။ ခန့်ထားမည့် အလုပ်သမားဦးရေ –

(က) ပြည်တွင်း – (၁၅)ဦး

(ခ) ပြည်ပ (ပညာရှင်/ကျွမ်းကျင်သူ) – (၁၀)ဦး

၇။ ပြည်ပမှ ပြည်တွင်းသို့ ယူဆောင်လာမည့် မတည် ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့် ယူဆောင်မှု ပမာဏ **(Capital in-Cash)** ၊ ရင်းနှီးပစ္စည်းအဖြစ် ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ **(Capital in-Kinds)** တို့အား တိကျစွာ ခွဲခြားသတ်မှတ် ဖော်ပြပေးရန် (မြန်မာကျပ် နှင့် အမေရိကန်ဒေါ်လာ တို့ဖြင့် ဖော်ပြရန်)–

(က) ငွေသားဖြင့် ယူဆောင်မှု ပမာဏ – အမေရိကန်ဒေါ်လာ(၀.၁၅)သန်း

(ခ) ပစ္စည်းအဖြစ် ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ – အမေရိကန်ဒေါ်လာ(၁၂.၀၄)သန်း

မှတ်ချက်။ ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်နှံမှုနှင့် သက်ဆိုင်သော လျှို့ဝှကထိန်းသိမ်းရမည့် သတင်းအချက်အလက်များအား ထုတ်ပြန်ခြင်းမှရှောင်ကြဉ်ရန် ကော်မရှင်ထံ တင်ပြတောင်းဆိုနိုင်သည်။

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါလျှောက်ထားသူမှပေးအပ်သည့်အချက်အလက်များအားလုံးသည်မှန်ကန်မှုရှိပါကြောင်း အာမခံပါသည်။

ဤအဆိုပြုချက်တွင်ခွင့်ပြုမိန့်ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကို လျှောက်ထားသူက ပေးအပ်ရန် ပျက်ကွက်ပါက အဆိုပြုချက်ကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာ သဘောပေါက်နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည် ဖြစ်ကြောင်းဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည် ---------------------------------- Mr. Li Jifeng

ရာထူး ---------------------------------- Director, Gold Aya Motors International Group Co., Ltd.

ဌာန/ ကုမ္ပဏီတံဆိပ် --------------------

ပုံစံ (၂)

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံသူ၏အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊

ရက်စွဲ ၊ ၂၀ ခုနှစ်၊ လ ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၃၆ နှင့်အညီ ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါအချက်အလက်များကိုဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏ -

(က) အမည် ....

(ခ) အဖအမည် ....

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ ....

နိုင်ငံကူးလက်မှတ်အမှတ် ....

(ဃ) နိုင်ငံသား ....

(င) နေရပ်လိပ်စာ ....

(၁) ပြည်တွင်း ....

(၂) ပြည်ပ ....

(စ) တယ်လီဖုန်း /ဖက်စ် ....

(ဆ) အီးမေးလ်လိပ်စာ ....

(ဇ) ပင်မကုမ္ပဏီအမည် ....

(ဈ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ ....

(ည) လုပ်ငန်းအမျိုးအစား ....

၂။ ဖက်စပ်ပြုလုပ်၍ ရင်းနှီးမြှုပ်နှံလိုပါကရင်းနှီးမြှုပ်နှံသူနှင့် ဖက်စပ်ပြုလုပ်မည့် သူများ၏ -

(က) အမည် ....

(ခ) အဖအမည် ....

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ ....

နိုင်ငံကူးလက်မှတ်အမှတ်

(ဃ) နိုင်ငံသား ....

(င) နေရပ်လိပ်စာ ....

(၁) ပြည်တွင်း ....

(၂) ပြည်ပ ....

(စ) ပင်မကုမ္ပဏီအမည် ....

(ဆ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ ....

မှတ်ချက်။ အထက်အပိုဒ် ၁၊ ၂ တို့နှင့် စပ်လျဉ်း၍ အောက်ပါအချက်များကို ပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားများ (မိတ္တူ)

(၂) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် (မိတ္တူ) နှင့် နိုင်ငံကူးလက်မှတ် (မိတ္တူ)

(၃) အဆိုပြုလုပ်ငန်းတွင် ပါဝင်လိုသူများ၏ လုပ်ငန်းပိုင်းနှင့် ငွေရေးကြေးရေး ဆိုင်ရာအထောက်အထားများ

၃။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါကလျှောက်ထားသူ၏ -

(က) အမည် ....

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် ....

(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ....

(ဃ) နိုင်ငံသား ....

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့် ....

နေရပ်လိပ်စာ ....

(စ) တယ်လီဖုန်း /ဖက်စ် ....

(ဆ) အီးမေးလ်လိပ်စာ ....

၄။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် လုပ်ငန်းအမျိုးအစား ....

....

၅။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဍာန်

☐ ရာခိုင်နှုန်းပြည့် ☐ ဖက်စပ်ပြုလုပ်ခြင်း(ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း(စာချုပ်မူကြမ်းတင်ပြရန်)

၆။ အစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု%

၇။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း ....

(ခ) အစုရှယ်ယာအမျိုးအစား ....

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်မည့် အစုရှယ်ယာပမာဏ ....

....

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်း ပူးတွဲ တင်ပြရန်

၈။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ-

ကျပ်/US$(သန်းပေါင်း)

(က) ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း ....

(ခ) နိုင်ငံခြားမှ ယူဆောင်လာမည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း ....

စုစုပေါင်း ....

(ဂ) အဆိုပြုမတည်ငွေရင်းနှစ်အလိုက်ထည့်ဝင်မည့်အခြေအနေ/ယူဆောင်လာမည့်ကာလ ....

(ဃ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ ....

(င) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း ....

(စ) ရင်းနှီးမြှုပ်မှုလုပ်ငန်းတည်ဆောက်မှုကာလသို့မဟုတ် ပြင်ဆင်မှုကာလ ....

မှတ်ချက်။ အပိုဒ် ၈(င) နှင့် စပ်လျဉ်း၍ ထူးခြားသည့် အခြေအနေရှိပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြပါရန်

၉။ နိုင်ငံခြားမှ ယူဆောင်တင်သွင်းလာမည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း-

	နိုင်ငံခြားငွေ (သန်းပေါင်း)	ညီမျှသည့်ခန့်မှန်းငွေကျပ် (သန်းပေါင်း)
(က) နိုင်ငံခြားငွေ (အမျိုးအစားနှင့် တန်ဖိုးပမာဏ)	....	....
(ခ) စက်ပစ္စည်းများ၊ စက်ကိရိယာများ စသည့်ပစ္စည်းတို့၏ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	....	....
(ဂ) ကနဦးကုန်ကြမ်းပစ္စည်းများနှင့် အခြားအလားတူပစ္စည်းများ၏ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	....	....
(ဃ) လိုင်စင်၊ တီထွင်မှုပိုင်ဆိုင်ခွင့်၊ စက်မှုဒီဇိုင်း၊ကုန်အမှတ်တံဆိပ်၊	....	....

မူပိုင်ခွင့် စသည့် အသိဉာဏ်
ဆိုင်ရာပစ္စည်းများကိုတန်ဖိုး
ဖြတ်နိုင်သောအခွင့်အရေးများ၏
တန်ဖိုးပမာဏ

(င) ကျွမ်းကျင်မှုနည်းပညာရပ်များ၏ တန်ဖိုးပမာဏ ....

(စ) အခြား (ဥပမာ-ဆောက်လုပ်ရေး လုပ်ငန်းသုံးပစ္စည်းများ) ....

စုစုပေါင်း

မှတ်ချက်။ အပိုဒ် ၉ (ဃ) (င) တို့နှင့် စပ်လျဉ်း၍ အသုံးပြုခွင့်အထောက်အထားများ ပူးတွဲ တင်ပြရန်။

၁၀။ ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း-

ကျပ်(သန်းပေါင်း)

(က) ငွေပမာဏ ....

(ခ) စက်ပစ္စည်းကိရိယာများတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်) ....

(ဂ) မြေ/ အဆောက်အအုံ တန်ဖိုး သို့မဟုတ် ငှားရမ်းခ ....

(ဃ) အဆောက်အအုံဆောက်လုပ်မှုကုန်ကျစရိတ် ....

(င) ပရိဘောဂနှင့် လုပ်ငန်းသုံးပစ္စည်းများ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်) ....

(စ) ကနဦးကုန်ကြမ်းပစ္စည်းတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်) ....

(ဆ) အခြား ....

စုစုပေါင်း

၁၁။ ချေးငွေနှင့်သက်ဆိုင်သည့် အချက်အလက်များ-

☐ ပြည်တွင်းချေးငွေ .... ကျပ်

.... အမေရိကန်ဒေါ်လာ

☐ ပြည်ပချေးငွေ .... အမေရိကန်ဒေါ်လာ

၁၂။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းနှင့် သက်ဆိုင်သောအချက်အလက်များ-

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ ....

....

(ခ) မြေ သို့မဟုတ် မြေနှင့်အဆောက်အအုံနေရာအမျိုးအစားနှင့် အကျယ်အဝန်းလိုအပ်ချက်

(၁) တည်နေရာ..

(၂) မြေ/အဆောက်အအုံအကျယ်အဝန်း၊အရေအတွက် ....

(၃) လက်ရှိပိုင်ဆိုင်သူ..

(ကက) အမည်/ ကုမ္ပဏီအမည်/ဌာန..

(ခခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်..

(ဂဂ) နေရပ်လိပ်စာ..

....

(၄) မြေအမျိုးအစား..

(၅) မြေငှားဂရန် ခွင့်ပြုကာလ ....

(၆) ငှားရမ်းမည့်ကာလ .... မှ .... ထိ ( )နှစ်

(၇) ငှားရမ်းခနှုန်းထား..

(ကက) မြေ..

(ခခ) အဆောက်အအုံ..

(၈) ရပ်ကွက်..

(၉) မြို့နယ် ....

(၁၀) ပြည်နယ်/တိုင်းဒေသကြီး..

(၁၁) ငှားရမ်းမည့်ပုဂ္ဂိုလ်..

(ကက) အမည်/ ကုမ္ပဏီအမည်/ဌာန ....

(ခခ) အဖအမည် ....

(ဂဂ) နိုင်ငံသား ....

(ဃဃ) နိုင်ငံကူးလက်မှတ်အမှတ်/ ....

နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်

(ငင) နေရပ်လိပ်စာ ....

(ဂ) ဆောက်လုပ်မည့်အဆောက်အအုံလိုအပ်ချက်

(၁) အဆောက်အအုံအမျိုးအစား/အရေအတွက် ....

(၂) အကျယ်အဝန်း ....

(ဃ) နှစ်စဉ်ထုတ်လုပ်မည့် ကုန်ပစ္စည်း/ဝန်ဆောင်မှု ....

(င) နှစ်စဉ် လျှပ်စစ်ဓါတ်အားလိုအပ်ချက် ....

(စ) နှစ်စဉ် ရေလိုအပ်ချက် ....

မှတ်ချက်။ အပိုဒ်၁၂(ခ)နှင့်စပ်လျဉ်း၍အောက်ပါအချက်များပူးတွဲတင်ပြရန်-

(၁) မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထား(စက်မှုဇုန်မှ အပ)နှင့်မြေပုံ

(၂) မြေငှားစာချုပ်(မူကြမ်း)

၁၃။ ငွေကြေးပိုင်ဆိုင်မှုနှင့် ပတ်သက်၍ အသေးစိတ်ဖော်ပြချက်-

(က) အမည်/ ကုမ္ပဏီအမည် ....

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ....

(ဂ) ဘဏ်စာရင်းအမှတ် ....

(မိခင်နိုင်ငံရှိဘဏ်ထောက်ခံချက် သို့မဟုတ် မိခင်ကုမ္ပဏီ၏စာရင်းစစ်ပြီးသည့် နှစ်ချုပ်စာရင်းပူးတွဲတင်ပြရန်)

၁၄။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းတွင် လိုအပ်မည့် ဝန်ထမ်းများစာရင်း

စဉ်	အဆင့်အတန်း	မြန်မာနိုင်ငံသား	နိုင်ငံခြားသား	စုစုပေါင်း
(က)	အကြီးတန်းစီမံခန့်ခွဲမှု (မန်နေဂျာများ၊ အဆင့်မြင့်အရာရှိများ)			
(ခ)	အခြားအဆင့်စီမံခန့်ခွဲမှု (အကြီးတန်းစီမံခန့်ခွဲမှုမှအပ)			
(ဂ)	သက်မွေးဝမ်းကျောင်းပညာရှင်များ			
(ဃ)	နည်းပညာနှင့်ဆက်စပ်သည့်သက်မွေးပညာရှင်			
(င)	အကြံပေး			
(စ)	ကျွမ်းကျင်လုပ်သား			
(ဆ)	အခြေခံလုပ်သား			
	စုစုပေါင်း			

မှတ်ချက်။ အောက်ဖော်ပြပါ ဖော်ပြချက်များပူးတွဲဖော်ပြရန်

(၁) လုပ်သားများ၏ လူမှုဖူလုံရေး၊သက်သာချောင်ချိမှုဆောင်ရွက်မည့် အစီအမံများ

(၂) ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းပြုလုပ်မည့် အစီအမံများ

၁၅။ အဆိုပြုချက်နှင့်အတူအောက်ဖော်ပြပါ လျှောက်ထားလွှာများကိုတင်ပြလျှောက်ထားခြင်းရှိ/မရှိဖော်ပြရန်-

☐ မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

☐ အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

၁၆။ အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်အား နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်။

လျှောက်ထားသူလက်မှတ်

အမည် .... Mr. Li Jifeng

ရာထူး .... Director

ဌာန/ကုမ္ပဏီတံဆိပ် .... Gold Aya Motors International Group Co., Ltd.

ရက်စွဲ-

အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်(နည်းဥပဒေ ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ဖြစ်စေ အကျိုးစီးပွား သိသာထင်ရှားစွာ ပါဝင်သော အခြားပုဂ္ဂိုလ်များဖော်ပြရန်-

(က) ရင်းနှီးမြှုပ်နှံသူမှ ရရှိမည့် အမြတ်ငွေ ၏ ၁၀ % နှင့် အထက်ကို ပိုင်ဆိုင်ခွင့်ရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရှိသည့် လုပ်ငန်း၏ -

(၁) အမည် --

(၂) ဆက်သွယ်ရမည့်လိပ်စာ --

(၃) မှတ်ပုံတင်အမှတ် ------------------------------------
(တစ်ဦး ထက်ပိုပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်)

(ခ) ခွင့်ပြုမည့်ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရာတွင်တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံကုမ္ပဏီများရှိလျှင် အဆိုပါကုမ္ပဏီများ၏အမည်ကို ဖော်ပြရန်-

(၁) --

(၂) --

(၃) --

၂။ ရင်းနှီးမြှုပ်နှံမှု၏ အဓိကတည်နေရာ သို့မဟုတ် တည်နေရာများ --

----

၃။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းပြုလုပ်မည့်ကဏ္ဍနှင့် ဆောင်ရွက်မည့်စီးပွားရေးလုပ်ငန်းများ ဖော်ပြချက် --

----

၄။ အဆိုပြုထားသော ရင်းနှီးမြှုပ်နှံမှုပမာဏ (မြန်မာကျပ် နှင့် အမေရိကန်ဒေါ်လာ တို့ဖြင့် ဖော်ပြရန်) --

----

၅။ ရင်းနှီးမြှုပ်နှံမှု အကောင်အထည်ဖော်မည့် ခန့်မှန်းအချိန်ဇယား အပါအဝင် အစီအစဉ်ဖော်ပြချက်-

(က) တည်ဆောက်ရေးကာလသို့မဟုတ်
ပြင်ဆင်မှုကာလ(နှစ်၊လတို့ဖြင့်ဖော်ပြရန်) ------------------------------------

(ခ) စီးပွားဖြစ်စတင်မည့်ကာလ ------------------------------------
(နှစ်၊လတို့ဖြင့်ဖော်ပြရန်)

၆။ ခန့်ထားမည့် အလုပ်သမားဦးရေ -

(က) ပြည်တွင်း ------------------------------------

(ခ) ပြည်ပ (ပညာရှင်/ကျွမ်းကျင်သူ) ------------------------------------

၇။ ပြည်ပမှ ပြည်တွင်းသို့ ယူဆောင်လာမည့် မတည် ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့် ယူဆောင်မှုပမာဏ (Capital in-Cash)၊ ရင်းနှီးပစ္စည်း အဖြစ်ယူဆောင် လာမည့် ရင်းနှီးငွေပမာဏ (Capital in-Kinds) တို့အား တိကျစွာခွဲခြားသတ်မှတ် ဖော်ပြပေးရန်(မြန်မာကျပ် နှင့် အမေရိကန် ဒေါ်လာ တို့ဖြင့်ဖော်ပြရန်) -

(က) ငွေသားဖြင့်ယူဆောင်မှုပမာဏ ------------------------------------

(ခ) ပစ္စည်းအဖြစ်ယူဆောင်လာမည့်
ရင်းနှီးငွေပမာဏ ------------------------------------

မှတ်ချက်။ ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်နှံမှုနှင့် သက်ဆိုင်သော လျှို့ဝှက်ထိန်းသိမ်းရမည့် သတင်း အချက်အလက်များအား ထုတ်ပြန်ခြင်းမှ ရှောင်ကြဉ်ရန် ကော်မရှင်ထံ တင်ပြတောင်း ဆိုနိုင်သည်။

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှုရှိပါကြောင်းအာမခံပါသည်။

ဤအဆိုပြုချက်တွင် ခွင့်ပြုမိန့်ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အဆိုပြုချက်ကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာ သဘောပေါက်နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည်ဖြစ်ကြောင်းဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည် .... Mr. Li Jifeng

ရာထူး .... Director

ဌာန/ကုမ္ပဏီတံဆိပ် .... Gold Aya Motors International Group Co., Ltd.

Form (2)

Proposal Form for the Investment to be made

in the Republic of the Union of Myanmar

To,

Chairman

Myanmar Investment Commission

Reference No.

Date.

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Section 36 of the Myanmar Investment Law by furnishing the following particulars:-

1. The Investor's:-
   - (a) Name ....
   - (b) Father's name ....
   - (c) ID No./National Registration Card No./Passport No. ....
   - (d) Citizenship ....
   - (e) Address: ....
     - (i) Address in Myanmar ....
     - (ii) Residence abroad ....
   - (f) Phone /Fax ....
   - (g) E -mail address ....
   - (h) Name of principle organization ....
   - (i) Type of Business ....
   - (j) Principle company's address: ....

   ....

2. If the investment business is formed under Joint Venture, partners':-
   - (a) Name ....
   - (b) Father's name ....
   - (c) ID No./ National Registration Card No./Passport No. ....
   - (d) Citizenship ....

(e) Address: ....

(i) Address in Myanmar ....

(ii) Residence abroad ....

(f) Parent company ....

(g) Parent company's address ....

Note: The following documents need to be attached according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy);

(2) National Registration Card (copy) and passport (copy);

(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

3. If the investor don't apply for permission to make investment by himself/herself, the applicant;

(a) Name ....

(b) Name of Contact Person ....

(if applicant is business organization)

Remark: To submit the official letter of legal representative as attachment

(c) ID No./ National Registration Card No./Passport No. ....

(d) Citizenship ....

(e) Address in Myanmar : ....

(f) Phone / Fax : ....

(g) E-mail : ....

4. Type of proposed investment business:- ....

....

5. Type of business organization to be formed:-

☐ One Hundred Percent ☐ Joint Venture (To attach the draft of JV agreement)

☐ Type of Contractual basis (To attach contract (agreement) draft)

6. List of shareholders

No	Name of Shareholder	Citizenship	Share Percentage

7. Particulars of Company incorporation

(a) Authorized Capital ....

(b) Type of Share ....

(c) Number of Shares ....

....

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 7.

8. Particulars of Paid-up Capital of the investment business

Kyat/US$ (Million)

(a) Amount/percentage of local capital to be contributed ....

(b) Amount/percentage of foreign capital to be brought in ....

Total

(c) Annually or period of proposed capital to be brought in

....

(d) Value /Amount of investment

....

(e) Investment period ....

(f) Construction/Preparation period ....

Note: Describe with annexure if it is required for the specific condition in regard to the above Paragraph 8 (e).

9. Detailed list of foreign capital to be brought in -

	Foreign Currency (Million)	Equivalent Kyat (Million)
(a) Foreign currency (Type and Value)	....	....
(b) Machinery and equipment (to enclose detailed list)	....	....

(c) The value of initial raw materials and other similar materials (to enclose detailed list) ....

(d) Value of license, intellectual property, industrial design, trade mark, patent, etc. ....

(e) Value of technical know-how ....

(f) Others(eg: Construction materials) ....

Total ____________________ ____________________

Remark: The evidence of permission shall be submitted for the above paragraph 9 (d) and (e).

10. Details of local capital to be contributed -

	Kyat (Million)
(a) Amount	....
(b) Value of machinery and equipment (to enclose the detailed list)	....
(c) Value or rental rate of land and buildings	....
(d) Cost of building construction	....
(e) Value of furniture and assets (to enclose the detailed list)	....
(f) Value of initial raw material (to enclose the detailed list)	....
(g) Others	....
Total	____________________

11. Particulars of Loans-

☐ Loan (local) .... Kyat(s)

.... US$

☐ Loan (abroad) .... US$

12. Particulars about the Investment Business -

(a) Investment location(s)/place ....

....

(b) Type and area requirement for land or land and building

(i) Location ....

(ii) Area and number of land/building ....

(iii) Owner of the land ....

(aa) Name/company/department ....

(bb) National Registration Card No. ....

(cc) Address ....

....

(iv) Type of land ....

(v) Period of land lease contract ....

(vi) Lease period .... From .... To ( ) year

(vii) Lease rate ....

(aa) Land ....

(bb) Building ....

(viii) Ward ....

(ix) Township ....

(x) State/Region ....

(xi) Lessee ....

(aa) Name/ Name of Company/ Department ....

(bb) Father's name ....

(cc) Citizenship ....

(dd) ID No./Passport No. ....

(ee) Residence Address ....

Note: The following documents have to be enclosed for above Paragraph 12 (b)

(i) to enclose land ownership and ownership evidences(except industrial zone) and land map;

(ii) land lease agreement(draft);

(c) Requirement of building to be constructed;

(i) Type / number of building ....

(ii) Area ....

(d) Annual products to be produced/ Services ....

(e) Annual electricity requirement ....

(f) Annual requirement of water supply ....

13. Detailed information about financial standing -

(a) Name/company's name ....

(b) ID No./National Registration Card No./Passport No. ....

(c) Bank Account No. ....

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above paragraph 13.

14. List of Employment:-

Item	Designation /Rank	Citizen	Foreign	Total
a	Senior management (Managers, senior officials)			
b	Other management level (Except from senior management)			
c	Professionals			
d	Technicians			
e	Advisors			
f	Skilled Labour			
h	Workers			
Total				

The following information shall be enclosed: -

(i) Social security and welfare arrangements for all employees;

(ii) Evaluation of environmental impact arrangements

15. Describe whether other Applications are being submitted together with the Proposal or not :

☐ Land Rights Authorisation Application

☐ Tax Incentive Application

16. Describe with annexure the summary of proposed investment.

Signature of the applicant

Name:

Title:

Department /Company

(Seal/Stamp)

Mr. Li Jifeng

Director

Gold Aya Motors International Group Co., Ltd.

Date:-----------------------------

Summary of Proposed Investment (Rule 38)

1. Please describe any other person who has a significant direct or indirect interest in the investment.

   (a) Please describe an Enterprise or individual who are entitled to possess more than 10% of the profit distribution:

   (1) Name --

   (2) Address --

   (3) Company Registration No. or N.R.C No./ Passport No. --------------------

   (b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of that companies:

   (1) --

   (2) --

   (3) --

2. The principal location or locations of the investment: -- -- -- ----------

3. A description of the sector in which the investment is to be made and the activities and operations to be conducted: -- -- -------------------------

4. The proposed amount of the investment (in Kyat and US$) -- --------------------------------

5. A description of the plan for the implementation of the Investment including expected timetable:

   (a) Construction or Preparatory Period (Decribe MM/YY) ----------------------------------

   (b) Commercial Operation Date (Decribe MM/YY) ----------------------------------

6. Number of employees to be appointed:

(a) Local --

(b) Foreign (Expert/ Technician) --

7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in-Kinds) in Kyat and US$:

(a) Capital in-cash to be brought in --

(b) Capital in-kind to be brought in --

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

Undertaking

I / We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I /We fully understand that proposal may be denied or unnecessarily delayed if the applicant fails to provide required information to access by Commission for issuance of permit.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Signature of the applicant

Name:

Title:

Department /Company

(Seal/Stamp)

Mr. Li Jifeng
Director
Gold Aya Motors International Group Co., Ltd.

Date:----------------------------

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.
AUTOMOBILE ASSEMBLY PLANT
နှစ်အလိုက် ထုတ်လုပ်မှုဇယား

S/N	Year	Import Ratio	Local Purchase Ratio	Parts Name
1	Y1-Y3	100%, SKD-2	0	
2	Y4	96.20%	3.80%	Battery & tyre
3	Y5	76.00%	24.00%	6 pieces of white body assembly:including floor,roof,left side, right side, left door,right door;Welding assembly jig, Painting equipment without ED coating
4	Y6	65.00%	35.00%	Floor welding assembly
5	Y7	61.50%	38.50%	Roof welding assembly
6	Y8	51.00%	49.00%	Left and right side wall welding assembly
7	Y9	38.00%	62.00%	Left and right side door welding assembly
8	Y10	18.50%	81.50%	Electrostatic coating complete painting system
9	Y10-Y15	*** Try best achieve 100% local production**		

(14)

●●●●● 中国移动 4G 上午8:44 71%

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颜语护照扫描件.pdf

1/1



中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

中华人民共和国 PEOPLE'S REPUBLIC OF CHINA

护照 PASSPORT

类型/Type: P
国家码/Country Code: CHN
护照号码/Passport No.: E67967120

姓名/Name: 颜语 YAN, YU

性别/Sex: 男/M
国籍/Nationality: 中国/CHINESE
出生日期/Date of birth: 28 OCT 1965

出生地点/Place of birth: 云南/YUNNAN
签发日期/Date of issue: 25 2月/FEB 2016

签发地点/Place of issue: 云南/YUNNAN
有效期至/Date of expiry: 24 2月/FEB 2026

签发机关/Authority: 公安部出入境管理局 MPS Exit & Entry Administration

持照人签名/Bearer's signature: 颜语

0690964018

POCHNYAN<<YU<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

E679671204CHN6510282M2602246NBNFNDOP<<<<A942



နိုင်ငံသား စိစစ်ရေး ကတ်ပြား

အရပ်-- ၅' - ၃"

သွေးအုပ်စု--

ထင်ရှားသည့် အမှတ်အသား--

အမှတ်--

ရက်စွဲ--

အမည်--

အဘအမည်--

မွေးသက္ကရာဇ်--

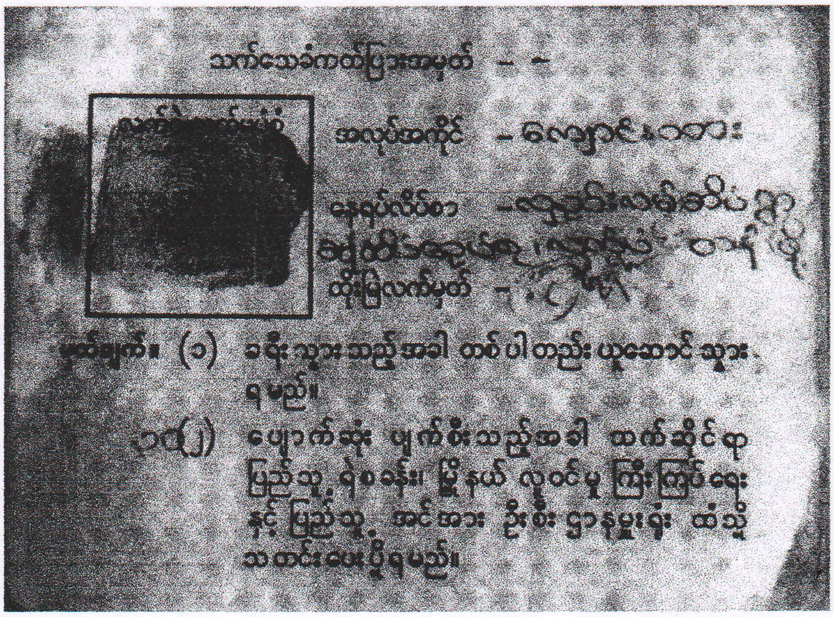
လူမျိုး--

ကိုးကွယ်သည့်ဘာသာ--

ထုတ်ပေးသူ၏လက်မှတ်

အမည်--

ရာထူး--



သက်သေခံကတ်ပြားအမှတ် -- --

အလုပ်အကိုင် -- ကျောင်းသား

နေရပ်လိပ်စာ --

ထိုးမြဲလက်မှတ် --

မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ တစ်ပါတည်း ယူဆောင်သွားရမည်။

(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ မြို့နယ် လူဝင်မှုကြီးကြပ်ရေးနှင့် ပြည်သူ့အင်အား ဦးစီးဌာနရုံး ထံသို့ သတင်းပေးပို့ရမည်။

中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

护照 PASSPORT | 类型 / Type P | 国家码 / Country Code CHN | 护照号 / Passport No. G51499107



姓 / Surname
钱/QIAN

名 / Given names
海芳/HAIFANG

性别 / Sex
男/M

出生地点 / Place of birth
上海/SHANGHAI

出生日期 / Date of birth
26 MAY 1961

签发地点 / Place of issue
上海/SHANGHAI

签发日期 / Date of issue
16 MAY 2011

有效期至 / Date of expiry
15 MAY 2021

签发机关 / Authority
公安部出入境管理局
Exit & Entry Administration
Ministry of Public Security

POCHNQIAN<<HAIFANG<<<<<<<<<<<<<<<<<<<<<<<<<<<<
G514991076CHN6105262M2105150192031OO<<<<<<60

中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

中华人民共和国 PEOPLE'S REPUBLIC OF CHINA

护照 PASSPORT



类型/Type: P

国家码/Country Code: CHN

护照号码/Passport No.: E73367264

姓名/Name: 李继峰 LI, JIFENG

性别/Sex: 男/M

国籍/Nationality: 中国/CHINESE

出生日期/Date of birth: 20 JAN 1973

出生地点/Place of birth: 宁夏/NINGXIA

签发日期/Date of issue: 14 10月/OCT 2016

签发地点/Place of issue: 宁夏/NINGXIA

有效期至/Date of expiry: 13 10月/OCT 2026

签发机关/Authority: 公安部出入境管理局 MPS Exit & Entry Administration

持照人签名/Bearer's signature: 李继峰



086807S892

POCHNLI<<JIFENG<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

E733672644CHN7301201M2610139MA0OLMMMLHOFA956

护 照
PASSPORT

类型 / Type
P

国家码 / Country Code
CHN

护照号 / Passport No.
G37831652



姓 / Surname
颜/YAN

名 / Given names
进/JIN

性别 / Sex
男/M

出生地点 / Place of birth
云南/YUNNAN

出生日期 / Date of birth
06 FEB 1973

签发地点 / Place of issue
云南/YUNNAN

签发日期 / Date of issue
27 OCT 2009

有效期至 / Date of expiry
26 OCT 2019

签发机关 / Authority
公安部出入境管理局
Exit & Entry Administration
Ministry of Public Security

44039447

POCHNYAN<<JIN<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

中华人民共和国 PEOPLE'S REPUBLIC OF CHINA

护 照
PASSPORT



类型/Type	国家码/Country Code	护照号码/Passport No.
P	CHN	E67983810

姓名/Name
王海龙
WANG, HAILONG

性别/Sex	国籍/Nationality	出生日期/Date of birth
男/M	中国/CHINESE	01 DEC 1977

出生地点/Place of birth	签发日期/Date of issue
上海/SHANGHAI	04 3月/MAR 2016

签发地点/Place of issue	有效期至/Date of expiry
云南/YUNNAN	03 3月/MAR 2026

签发机关/Authority
公安部出入境管理局
MPS Exit & Entry Administration

持照人签名/Bearer's signature
王海龙

0691135107

POCHNWANG<<HAILONG<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<
E679838102CHN7712016M2603036MNPFLKKDMBPKA966

039562

FORM VI

RETURN OF ALLOTMENTS
THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the allotment is made)

Return of allotment from the 6th of July 2017

on the of 20 of the *

Made pursuant to Section 104 (1) GOLD AYA MOTORS INTERNATIONAL GROUP CO.,L

Number of the shares allotted payable in cash ....

" " " " .... 15000 Shares

Nominal amount of the shares so allotted ....

" " " " .... USD -150,000

Amount paid or due and payable on cash such share ....

" " " " .... USD - 10 (Fully Paid Up)

Number of ordinary shares allotted for a consideration other than cash

Nominal amount to be ordinary shares so allotted ....

Amount to be treated as paid on each such share ....

The consideration for which such share have been allotted is as follow : -

---

NOTE In making a return of allotments under Section 104 (1) the Myanm[a] Companies Act., it is to be noted that -

1. When a return include several allotments made on different dates, the actu[al] date of only the first and last of such allotment should be entered at the tip [of] the front page, and the registration of the return should be effected within on[e] month of the first date.

2. When a return relates to one allotment only, made on one particular date, th[at] date only should be inserted and the spaces for the second date struck out an[d] the world made substituted for the world "From" after the world "allotments" above.

Here insert name of Company.

Distinguish between preference, ordinary, or other description of shares.

Gold AYA Motor International Group Co., Ltd.
No..................
Date..................

U Ye Htut Lin
Managing Director
Gold AYA Motors International Group Co.,Ltd.

Presented for filing by : U Ye Htut Lin **(Managing Director)**

Name, Address and Description of Allotees

Name & N.R.C No	Address	Description	Number of the shares allotted	
			Preference	Ordinary
1. U Ye Htut Lin Myanmar 7/La Pa Ta (Naing) 097499	No.(49/B-2), Corner of Thiri Mying-2 Street and Paung Se Street, (13) Ward, Hlaing Township, Yangon,	Merchant		3,000 Shares
2. Mr. Qian Haifang Chinese PP No. G51499107	Shanghai Fingan District Baosham Road, 499 get on the 17th 402	Merchant		12,000 Shares
				15000 Shares

Signature

U Ye Htut Lin

Managing Director

Date 6-7-2017

FORM VI

04C762

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.

Presented by : MR. YAN YU (CHAIRMAN)

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. MR. YAN YU	CHINA P.P.NO. E67967120	SHUI MU QING HUA VILLAS 9-2, NEW ASIA ATHLETICS, GUANDU DISTRICT, KUNMING CITY, YUNNAN PROVINCE, CHINA.	MERCHANT	CHAIRMAN
2. U YE HTUT LIN	MYANMAR 7/LA PA TA (NAING)097499	NO-(49/B-2), CORNER OF THIRI MYING-2 STREET AND PAUNG SE STREET, (13)WARD, HLAING TOWNSHIP, YANGON.	MERCHANT	DIRECTOR
3. MR. QIAN HAIFANG	CHINA P.P.NO. G51499107	SHANGHAI FINGAN DISTRICT BAOSHAM ROAD, 499 GET ON THE 17TH 402.	MERCHANT	DIRECTOR

TE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Signature ....

Designation ....Mr. Yan Yu......................
Chairman
Gold AYA Motors International Group Co., Ltd.

ted this ....20-10-2017..........

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD. Presented by : MR. YAN YU (CHAIRMAN)

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
4. MR. YAN JIN	CHINA P.P.NO. G37831652	ROOM 2, UNIT 3, BUILDING 2-1, LI SHU TOU, REN MIN DONG RD, PAN LONG DISTRICT, KUNMING CITY, YUNNAN PROVINCE, CHINA.	MERCHANT	DIRECTOR
5. MR. WANG HAILONG	CHINA P.P.NO. E67983810	13-2103 BINJIANG JUN GARDEN, KUNMING CITY, CHINA.	MERCHANT	DIRECTOR
6. MR. LI JIFENG	CHINA P.P.NO. E73367264	ROOM 2654, NO.6, QINQIXI ROAD, LITONG DISTRICT, WUZHONG CITY, NINGXIA PROVINCE, CHINA.	MERCHANT	APPOINTED AS DIRECTOR (w,e,f- 20-10-2017)

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Signature ....

Designation ....

Mr. Yan Yu
Chairman
Gold AYA Motors International Group Co., Ltd.

Dated this ....20-10-2017.........

Form (26)

ICBC

INDUSTRIAL AND COMMERCIAL BANK OF CHINA

YANGON BRANCH

Dated:10 JAN 2018

A/C NO.6010010000000071949

TO:

HONG KONG SHINING STAR DEVELOPMENT AND CONSTRUCTION COMPANY LIMITED

NO.5 KAN ROAD HLAING TOWNSHIP YANGON

DEAR SIR,

WE HEREBY CERTIFY THAT THE BALANCE STANDING AT THE CREDIT OF THE ACCOUNT OF **HONG KONG SHINING STAR DEVELOPMENT AND CONSTRUCTION COMPANY LIMITED USD** CURRENT **A/C NO.6010010000000071949** WITH THE **INDUSTRIAL AND COMMERCIAL BANK OF CHINA LIMITED (YANGON BRANCH**) AT THE CLOSE OF BUSINESS ON THE **03 JAN 2018** WAS **USD9,019,771.31**(NINE MILLION NINETEEN THOUSAND SEVEN HUNDRED SEVENTY ONE DOLLAR THIRTY ONE CENTS USD ONLY)

Manager
Operation Management Department
Industrial and Commercial Bank of China
Yangon Branch

YOURS FAITHFULLY

Address : NOVOTEL YANGON MAX, 459 Pyay Road, Kamayut Township, Yangon, Myanmar
Website : http://www.icbc.com.mm

香港星耀建设发展有限公司
星耀國際
HONG KONG SHINING STAR DEVELOPMENT AND CONSTRUCTION COMPANY LIMITED

Add: Kantharyar Center,Corner of Kan Yeik Thar Road and U Aung Myat Road,Mingarlar Taung Nyunt Township, Yangon

Tel: 0095-1-503609; 0095-1-503938 Email: hongkongshiningstar@gmail.com

Minutes of Extra Ordinary Meeting of the Board of Directors of Hong Kong Shining Star Development and Construction Co., Ltd

Meeting Date	: 5th Jan 2018
Meeting Time	: 10:00
Venue	: Meeting Room of HKSSDC
Attendees	: ------- (1) Ms. Yan Rui
	(2)Mr. Yan Yu
	(3)Mr. Yan Jin
	(4)Mr. Li Jifeng

Mr. Li Jifeng, MD of the company chaired the meeting and, having noted that a quorum was present, declared the meeting opened.

Discussion

At the meeting the Chairman informed to the meeting and proposed the following:-

1. Shining Star International Holdings (SSI) recently formed a JV company: Gold AYA Motors International Group Co., Ltd. in Myanmar and it's needed some support from Hong Kong Shining Star Development and Construction Co., Ltd ; and
2. As SSI is Mother Company of Hong Kong Shining Star Development and Construction Co., Ltd, to consider by giving financial support to SSI.

Resolved

It was resolved that the Chairman's proposal, be, and it is decided to do as mentioned below:-

- To authorize SSI to use Hong Kong Shining Star Development and Construction Co., Ltd company's Foreign Currency (USD) Account; Account No. 6010 0100 0000 0071 949 opened at Industrial And Commercial Bank Of China Limited Yangon Branch, USD for the necessary expenses for Gold AYA Motors International Group Co., Ltd.

There being no further discussions, the meeting was concluded at 16:00pm.

MD	Director	Director	Director
Li Jifeng	Yan Rui	Yan Yu	Yan Jin

NOTARIAL CERTIFICATE

(2018) Y. K. G. Z. Z. W. Zi, No. 348

Applicant: QIAN Haifang, male, born on May 26, 1961, ID Card No. 310108196105262418, now residing in Shanghai.

Issue under notarization: Historical Detailed List

This is to certify that the foregoing copy of **HISTORICAL DETAILED LIST OF PEONY MONEYLINK CARD ACCOUNT No. 6212262511000137459** issued to QIAN Haifang by ICBC Kunming Guanshang Sub-branch on January 24, 2018 conforms to the original, and that the original document is authentic.

Notary: HE Mei
Kunming Guozheng Notary Public Office
Yunnan Province
The People's Republic of China
January 29, 2018

I I 79725151

C B BANK
CO-OPERATIVE BANK LTD.

E-mail : cbbank@mptmail.net.mm
Website : www.cbbankmyanmar.com
www.cbbank.com.mm

STATEMENT OF ACCOUNT

CO-OPERATIVE BANK LTD. H.O (Ext;)

Date : 16.01.2018

To

U YE HTUT LIN
7/LAPATA(N)097499
NO.49,B2,THIRI MYAING (2)ST,(13)QTR,
HLAING TSP,YANGON

We here by certify that the balance standing at the credit of the **MMK Saving Account No-0068600100053317 - U YE HTUT LIN** with **CO-OPERATIVE BANK LTD** at the close of business on **15.01.2018** was **MMK – 50,010,000.00** (MMK- Fifty Million Ten Thousand Only.)

Signature

Manager   Asst: General Manager
H.O (Extension)
Co-operative Bank Ltd.

CB 34359

C B BANK
CO-OPERATIVE BANK LTD.
E-mail : cbbank@mptmail.net.mm
Website : www.cbbankmyanmar.com
www.cbbank.com.mm

STATEMENT OF ACCOUNT

Date – 26th Jan 2018

CO-OPERATIVE BANK LTD. 23st Branch

To

U YE HTUT LIN

013 20 79503

NO[49],B-2,1-FL,13-WD,THIRI MYAING 2-ST,HLAING TSP,

YANGON DIVISION.

Dear Sir,

We here by certify that the balance standing at the credit of the Savings account of **013 20 79503 - U YE HTUT LIN** with **CO-OPERATIVE BANK LIMITED (23st Branch) YANGON** at the close of business on the **25th Jan 2018** was **Ks-350,010,000/-(Kyats–Three Hundred Fifty Million Ten Thousand Only).**

Yours Faithfully,

Dy; Manager

Asst; General Manager 26/1/18

CB 42976

編號 2052142
No.

公司註冊處
COMPANIES REGISTRY

公司註冊證明書
CERTIFICATE OF INCORPORATION

***

本人謹此證明
I hereby certify that

SHINING STAR INTERNATIONAL HOLDINGS LIMITED
星耀國際集團有限公司

於本日根據香港法例第622章《公司條例》
is this day incorporated in Hong Kong under the Companies Ordinance
在香港成立為法團，此公司是一間
(Chapter 622 of the Laws of Hong Kong), and that this company is
有限公司。
a limited company.

本證明書於二〇一四年三月十二日發出。
Issued on 12 March 2014.

香港特別行政區公司註冊處處長鍾麗玲
Ms Ada L L CHUNG
Registrar of Companies
Hong Kong Special Administrative Region

註 Note：
公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。
Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

110949

繳款後，請沿虛線剪下並將有效的商業/分行登記證展示在營業地點。

Please cut along the dotted line after making payment and display the valid business/branch registration certificate at business address.

正 本
ORIGINAL

XXXXXXX
XXXXXXX

表格 2 FORM 2

《商業登記條例》(第 310 章)

BUSINESS REGISTRATION ORDINANCE (Chapter 310)

《商業登記規例》

BUSINESS REGISTRATION REGULATIONS

[第 5 條]
[regulation 5]

商業 / XXX登記證 Business XXXXXX Registration Certificate

業務 / 法團所用名稱
Name of Business/ Corporation

星耀國際集團有限公司
SHINING STAR INTERNATIONAL HOLDINGS
LIMITED

業務 / 分行名稱
Business/ Branch Name

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

地 址
Address

ROOM 1806 18/F
PARK-IN COMMERCIAL CENTRE
56 DUNDAS STREET MONGKOK
KL

業務性質
Nature of Business

CORP

法律地位
Status

BODY CORPORATE

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy
12/03/2017	11/03/2018	62895100-000-03-17-7	$250 (登記費 FEE = $ 0) (徵費 LEVY = $250)

請注意下列《商業登記條例》的規定：

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。
2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

Please note the following requirements of the Business Registration Ordinance:

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

繳款時請將此商業/XXX登記證及繳款通知書完整交出。在付款後，本繳款通知書方成爲有效的商業/XXX登記證。(請參閱背頁繳款辦法所載內容。)

Please produce this certificate and demand note intact at time of payment. This demand note will only become a valid business/XXXXX registration certificate upon payment. (Please see payment instructions overleaf.)

機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

20201 10/04/17 26GLR 000349 CHQ $250.00 M

IRDB101 (12/2010)

The Government of the Republic of the Union of Myanmar
Ministry of Planning and Finance
Directorate of Investment and Company Administration
No.1, Thitsar Road, Yankin Township, Yangon.

Letter No: DICA-10 / 1 / 2017 (14698)
Dated : 20th, December, 2017.

Mr. Li Jifeng
Director
Gold AYA Motors International Group Co., Ltd.
No.(49/B-2), Corner of Thiri Mying -2 Street and Paung Se Street,
(13) Ward, Hlaing Township, Yangon.

Subject : Extension of Certificate of Incorporation and Form of Permit (Temporary)
Ref : Application Letter Dated on 20-12-2017.

1. Upon the application of **Gold AYA Motors International Group Co., Ltd.** Certificate of Incorporation and Form of Permit (Temporary) are issued on 28th June, 2017 as Registration and Permit No. 268FC/2017-2018(YGN) by this office.

2. With reference to your letter of 20th December, 2017 we would like to inform that Certificate of Incorporation and Form of Permit (Temporary) are extended by six months, from 28th December, 2017 up to 27th June, 2018.

For Director General
(Myo Min, Director)

Copy:

Floating File

MINISTRY OF PLANNING AND FINANCE
DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် ၂၆၈ အက်ဖ်စီ / ၂၀၁၇-၂၀၁၈(ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ဂိုလ်းအေဝိုင်အေမော်တော်(စ်) အင်တာနေရှင်နယ် ဂရု(ပ်) ကုမ္ပဏီ လီမိတက် အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၇ နှစ်၊ ဇွန် လ၊ ၂၈ ရက်နေ့တွင် ယာယီမှတ်ပုံတင်ခွင့် ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. 268 FC of 2017-2018(YGN)

I hereby certify that GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Temporarily given under my hand at Yangon this TWENTY- EIGHTH day of JUNE, TWO THOUSAND AND SEVENTEEN.

For Director General
(Nilar Mu- Director)
Directorate of Investment and Company Administration

ဤကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ်(ယာယီ)သည် မှတ်ပုံတင်ရက်စွဲ (၂၈-၆-၂၀၁၇) မှ (၂၇-၁၂-၂၀၁၇) ရက်နေ့အထိ (၆)လသက်တမ်း အတွက်သာ ဖြစ်သည်။ ယာယီသက်တမ်း မကုန်ဆုံးမီ အမြဲတမ်းမှတ်ပုံတင် လက်မှတ် (မူရင်း)နှင့် လဲလှယ်ရမည်ဖြစ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သက်ပိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

Issued Date:

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE
FORM 1
FORM OF PERMIT (TEMPORARY)
(See section 27 A)

Permit No. 268 FC / 2017-2018(YGN)

Date 28th June, 2017

The Ministry of Planning and Finance of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED. in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

(1)	Name of the Company	Gold AYA Motors International Group Co., Ltd.
(2)	Country of incorporation of the company.	The Republic of the Union of Myanmar.
(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	No.(49/B-2), Corner of Thiri Mying-2 Street and Paung Se Street, (13) Ward, Hlaing Township, Yangon.
(4)	The object for which the company is formed (field of business).	Manufacturing of Vehicle.
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	USD 50,000,000 divided into 5,000,000shares of USD 10 each.
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	June 28, 2017 to December 27, 2017 (SIX MONTHS)
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed.	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

By order

For Director General
(Nilar Mu- Director)
Directorate of Investment and Company Administration

The business objectives mentioned in the Memorandum of Association shall be allowed to perform. If it is necessary, permit or license from relevant Union Ministries, Departments and Organizations of the Republic of the Union of Myanmar must be obtained in accordance with existing laws, rules and regulations.

Issued Date:

အစုလွှဲတံဆိပ်ခေါင်း
SHARE TRANSFER
K 1000

(13)

I Mr. Qian Haifang (P.P.No. G51499107)

of Shanghai Fingan District, Baosham Road, 499 get on the 17th 402.

in consideration of the sum of US$.90,000/- (10X9,000)

paid to me by **Shining Star International Holdings Limited** of Shui Mu Qing Hua Villas 9-2, Nwe Asia Athletics, Guandu District, Kunming City, Yunnan Province, China. do hereby transfer to the said transferee the (9,000) shares number ______ to ______ standing in my name in the Books of the abovenamed Company to hold unto the said transferee, his Executors, Administrations, and Assigns, subject to the several conditions on which I held the same at the time execution there of and I the said transferee do hereby agree to take the said shares subject to the same conditions.

As witness our hands the 26 day OCTOBER 20 17

Witness
Mr. Yan Jin
P.P.No. G37831652

Designation DIRECTOR

Address Room 2, Unit 3, Building 2-1, Li Shu Tou, Ren Min Dong Rd, Pan Long District, Kunming City, Yunnan Province, China.

Transferor
Mr. Qian Haifang
(P.P.No. G51499107)

Designation DIRECTOR

Address Shanghai Fingan District, Baosham Road, 499 get on the 17th 402.

Witness
U Ye Htut Lin
7/La Pa Ta (NAING) 097499

Designation MANAGING DIRECTOR

Address No.(49/B-2), Corner of Thiri Mying Street and Paung Se Street, (13) Ward, Hlai Township, Yangon.

Transferee
Shining Star International Holdings Limited
(Represented by)
Mr. Yan Yu (P.P.No. E67967120)

Designation DIRECTOR

Address Shui Mu Qing Hua Villas 9-2, Nwe Asia Athletics, Guandu District, Kunming City, Yunnan Province, China.

SHARE TRANSFER K 100000
SHARE TRANSFER K 10000
26 OCT 2017

(13)

GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

NO. (49/B), CORNER OF THIRI MYING-2 STREET AND PAUNG SE STREET, (13) WARD, HLAING TOWNSHIP,
YANGON, MYANMAR
PH: 09-5195958

Gold Aya Motor International Group Co., Ltd.
No..............
Date..............

The Director General

Directorate of Investment & Company Administration

The Government of the Republic of the Union of Myanmar

No.1, Thitsar Road, Yankin Township, Yangon.

Date: 20th October 2017

Dear Sir,

Submission of Form XXVI (Particulars of Directors, Managers and Managing Agents and of any changes therein) of the Myanmar Companies Act in respect of "Gold AYA Motors International Group Company Limited"

We herewith submit the following documents pursuant to the Myanmar Companies Act:

1. Form XXVI;
2. Board of Director's Resolution;
3. Passport copy of Mr.
4. Receipt chalan for Ks 50,000/- being the required filing fee.

We would like to request to issue Certificate of Registration of Document (CRD) for above registration.

Thanking you for your kind attention and assistance.

Yours faithfully,

For and on behalf of

Gold AYA Motors International Group Company Limited

Mr. Yan Yu
Chairman
Gold Aya Motors International Group Co., Ltd.

GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

NO. (49/B), CORNER OF THIRI MYING-2 STREET AND PAUNG SE STREET, (13) WARD, HLAING TOWNSHIP,
YANGON, MYANMAR
PH: 09-5195958

Gold Aya Motor International Group Co., Ltd.
No..............
Date............

BOARD OF DIRECTOR'S MEETING

MINUTES of the Board of Director's Meeting of the Company held at No.(49/B), Corner of Thiri Myaing-2 Street and Paung Se Street, (13)Ward, Hlaing Township, Yangon.

PRESENT: As per attendance list

1. CHAIRMAN

   MR. YAN YU

2. QUORUM
   The requisite quorum being present, the Chairman declared the meeting duly convened.
3. NOTICE
   The Notice convening the meeting was taken as read.

Mr. Yan Yu
Chairman
Gold Aya Motors International Group Co., Ltd.

GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED
NO. (49/B), CORNER OF THIRI MYING-2 STREET AND PAUNG SE STREET, (13) WARD, HLAING TOWNSHIP,
YANGON, MYANMAR
PH: 09-5195958

Gold Aya Motor International Group Co., Ltd.
No.............
Date...........

4. APPOINT AS DIRECTOR
5. It was resolved:

Appoint as Director

Sr. No.	Name of Directctor	No of Share	Price of Share	Remark
1.	Mr. Li Jifeng (P.P.No E73367264)	-	-	Appointed as Director

6. That the old share certificate(s) be cancelled and authority be and is hereby given for the common seal of the Company to be affixed in accordance with its Articles of Association onto the new share certificates.

Mr. Yan Yu
Chairman
Gold Aya Motors International Group Co., Ltd.

Gold Aya Motor International Group Co., Ltd.
No............
Date............

7. CLOSING

There being no other business, the meeting terminated with vote of thanks to the Chair.

CONFIRM AS TRUE RECORD OF PROCEEDING

ATTENDANCE LIST

DIRECTORS present at the meeting of the Company held at No.(49/B), Corner of Thiri Myaing-2 Street and Paung Se Street, (13)Ward, Hlaing Township, Yangon, the Republic of the Union of Myanmar on 26September 2017.

1.	Mr. Yan Yu	Chairman
2.	Mr. Yan Jin	Director
3.	Mr. QianHaifang	Director
4.	Mr. Wang Hailong	Director
5.	U Ye Htut Lin	Director
6.	Mr. Li Jifeng	(In-coming as Director)

Mr. Yan Yu
Chairman
Gold Aya Motors International Group Co., Ltd.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITEI

II. The registered offfice of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is Ks. **USD 50,000,000** /-(**United State Dollar Fifty Milllons** Only) divided into (5,000,000) shares of Ks. USD 10 /-(United State Dollar Ten Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulation of the Company and the legislative provisions for the time being in force in this behalf.

6. **The Objective For Which The Company is established are**

"Manufacturing of Vehicle"

7. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

PROVISO : Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so for as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of hares taken	Signatures
1.	**U Ye Htut Lin** **No.(49/B-2), Corner of Thiri Mying-2 Street and Paung Se Street, (13) Ward, Hlaing Township, Yangon.** **(Merchant)**	**Myanmar 7/ La Pa Ta (Naing) 097499**	**3,000**	
2.	**Mr. Qian Haifang** **Shanghai Fingan District Baosham Road, 499 get on the 17th 402** **(Merchant)**	**Chinese PP No.G51499107**	**12,000**	錢海芳

Yangon Dated the day of **June 2017**

It is hereby certified that the persons mentioned above put their signatures in my presence.

ဦးကျော်ဝင်း (B.Sc, H.G.P, B.L)
တရားလွှတ်တော်ရှေ့နေ (၄၇၄၅)
၅၀/ပ-ထပ်၊အခန်း(စီ-၁)၊ဘကလမ်း၊ရန်ကုန်မြို့၊
Tel: 73112973

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the first Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-
   (a) The mumber of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.
   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is here by prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is Ks. **USD 50,000,000** /- (**United State Dollar Fifty Millions** Only) divided into (5,000,000) shares of Ks. **USD 10** /- (Kyats **United State Dollar Ten** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulation of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (10).

The First Directors shall be : -

(1) **U Ye Htut Lin**

(2) **Mr. Qian Haifang**

(3)

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determind, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

(2) all sales and purchases of goods by the Company;

(3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose name, nationalities, addresses and description are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares taken	Signatures
1.	**U Ye Htut Lin** No.(49/B-2), Corner of Thiri Mying-2 Street and Paung Se Street, (13) Ward, Hlaing Township, Yangon. (Merchant)	Myanmar 7/ La Pa Ta (Naing) 097499	3,000	
2.	**Mr. Qian Haifang** Shanghai Fingan District Baosham Road, 499 get on the 17th 402 (Merchant)	Chinese PP No.G51499107	12,000	

Yangon Dated the day of **June 2017**

It is hereby certified that the persons mentioned above put their signatures in my presence.

ဦးကျော်ဝင်း (B.Sc, H.G.P.,B.L)
တရားလွှတ်တော်ရှေ့နေ (၄၇၄၅)
၅၀/ပ-ထပ်၊ အခန်း(စီ-၁)၊ ဘောက်လမ်း၊ ရန်ကုန်မြို့
Tel: 73112973

To

Chairman,
Myanmar Investment Commission,
Yangon.

Dated : February 2018

Subject : Submission of undertaking for prevention of fire hazard

We, Gold Aya Motors International Group Company Limited, incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a Automobile Assembly Plant at Plot No. B-1-1, Block: Factory Area, Zone: 2C, Myotha Industrial Park, Between Myotha and Nabu-Aing Village, Ngazune Township, Myingyan District, Mandalay Region, Myanmar, measuring (81,341.245) square meter (Approximately 20.1 Acre).

We hereby undertake to make all necessary arrangements for prevention of fire hazard as follows :-

- Water tanks (200) gallons capacity) will be built;
- Water buckets, fire hooks, sand bags, fire extinguishers & etc. will be placed at inside and outside of the Factory;
- Strictly instructions about fire prevention were laid out to be followed by employees to prevent fire accident;
- To exercise emergency fire training to employees;
- Strictly prohibitted smoking and making other electricity problems in the Factory and surrounding areas.

Yours faithfully,

Mr. Li Jifeng
Promoter
Gold Aya Motors International
Group Company Limited

Mr. Li Jifeng
Director
Gold Aya Motors International Group Co., Ltd.

SAFETY PLAN
FOR

PREVENTION OF FIRE HAZARD

Prevention of Fire Hazard and Safety Plan

1. Gold Aya Motors International Group Co. Ltd. has laid down Prevention of Fire Harvard and Safety Plan aiming to prevent fire hazard and with the safety purpose to avoid from suffering staff members, all buildings of the Plant and surrounding area.

2. The Factory is located at Plot No. B-1-1, Factory Area Block, Zone 2C,Myotha Industrial Park, Between Myotha and Nabu-Aing Village, Ngazun Township, Myingyan District, Mandalay Region, Myanmar and in the total area (81,341.245) square meter (Approximately 20.1 Acre). There will be (3) buildings in Factory Compound.

<u>Objectives</u>

3. To protect staff members, buildings of the Plant and surrounding area causing any losses by fire, safety plan is laid down as mentioned below:-

<u>Safety Plan</u>

4. Fire Prevention Teams are formed as follows:-

(a) Strength of the Team

(1)	Team -1, Manager & its team-mates	(3) Nos.
(2)	Team -2, Warehouse-in-charge & Its team-mates	(3) Nos.
(3)	Team-3, installation Section Team	(3) Nos.
(4)	Team-4, Painting Section Team	(2) Nos.
(5)	Team-5, welding Section Team	(2) Nos.
(6)	Team-6, QA Section Team	(2) Nos.

(b) Organizing

Fire prevention Team will be organized as mentioned-above.

(c) To take position

(1) As soon as the accident is happened, all important things in the area must be moved to safe side by the nearest teams.

(2) Team-1 has to be reached the accident happened area immediately and break fire;

(3) Team-2 has to move all important things under the control of in-charge . to take place at necessary area with Fire Extinguishers, fire buckets;

(4) Team-3 has to take place at rallying area with fire extinguishers;

(5) Team-4 has to take place at rallying area with fire extinguishers; and

(6) Team-5 has to take place at rallying area with fire extinguishers and to communicate with Supervisors, Factory Manager and take action as directed by them.

Supporting Devices for Fire Break

5. (a) Fire Extinguishers

3 kg. (Powder Type) - (60) Nos.

(b) Other Devices as required quantity

(1) Fire bucket

(2) Fire Watch Tower

(3) Fire Flap

(4) Fire Hook

(5) Sand Bags

(6) Dustpan

(7) Fire Tank

(8) Reservoir

Prevention of Catch Fire

6. The following instructions must be followed to prevent catch fire;-

(a) To dispose systematically all the things which are easily burned. Make fire break path in factory surrounding areas.

(b) To put up posters like "No Smoking", "beware of catch fire; "Don't be careless of fire" and etc. at people's sight;

(c) Wiring, plugs, switches were checked without a break and change whichever it is necessary;

(d) To place fire extinguishers at security gate, beside of every emergency exits, warehouse, and besides Machineries.

(e) Checking whether all fire prevention equipments are placed at fire watch tower or not;

(f) Important Telephone Nos. such as Fire Station, police Station must be placed at People's sight;

(g) Always checking whether fire extinguishers are expire or not; and

(h) Fire Tanks and Reservoirs must be always full.

Practicing Programme

7. Fire exercise, practice, fire drill must be practiced co-operation with Fire Department, delivered speech about fire prevention and Fire Hazard and demonstrate how to use fire extinguisher by monthly basis.

To carry out during on fire

8. To carry out as mentioned below during fire:-

(a) As soon as fire is on, take fire extinguishers from the nearest fire watch tower and try to break the fire. At the same time making the Fire Alarm on;

(b) Organize all teams and take action to break fire with fire break equipments as instructed by their in-charges. All important things and documents must be moved to safety sides by priority status;

(c) Fire Breaking Teams bring fire extinguishers and take action to break the fire immediately;

(d) Responsible persons alert to let everybody know in which place the fire is on as indicated by fire alarm;

(e) The in-charge of Electricity must be switched off main switch immediately;

(f) To support to Fire Brigade from Central Department and Township Fire Station as soon as they are arrived and follow their instruction.

On Fire Outside Duty Hour

9. Security Staff on duty must follow the following instruction when the fire is on outside duty hour and within holidays:-

(a) To strike iron piece and make fire alert;

(b) Wear Oxygen mask, take fire extinguishers from outside of building and enter to the building by emergency entrance; and

(c) To inform Factory Manager and Deputy Manager by phone.

Important Phone Nos.

10. (a) Township Fire Station -

(b) District Fire Station if necessary -

(c)

(d)

Conclusion

11. This Fire Prevention Plan is aimed to protect to all Factory staff, the property of factory and its surrounding area from suffering due to fire hazard. By following this plan can reduce losses, suffering and danger to all concerned. With the cooperating of all concerned, there will be completely free from danger.

To

The Chairman
Myanmar Investment Commission,
Yangon

Dated February 2018

Subject: **Arrangement for provision of Corporative Social Responsibility (CSR) Fund**

We, Gold Aya Motors International Group Company Limited, incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a Automobile Assembly Plant at Plot No. B-1-1,Block: Factory Area, Zone: 2C, Myotha Industrial Park, Between Myotha and Nabu-Aing Village, Ngazune Township, Myingyan District, Mandalay Region, Myanmar, measuring (81,341.245) square meter (Approximately 20.1 Acre).

We will make necessary arrangements to reserve 3% on excepted Net Profit as CSR Fund and will contribute to the plans in watching of the task which will be the least of suffering from environmental and social affairs. The Funds will be allocated as mentioned below:-

- For Education scheme - 30%
- Health Affairs - 30%
- Welfare Program - 20%
- Orphanage Shelters - 20%

Yours faithfully,

Mr. Li Jifeng
Promoter
Gold Aya Motors International
Group Company Limited

Mr Li Jifeng
Director
Gold Aya Motors International Group Co., Ltd.

CSR PLAN

GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

CSR Plan of Gold Aya Motors International Group Company Limited

Gold Aya Motors International Group Company Limited, situated at Plot No. B-1-1, Block- Factory Area, Zone: 2C, Myotha Industrial Park, Between Myotha and Nabu-Aing Village, Ngazun Township, Myingyan District, Mandalay Region,Myanmar. The factory contains () buildings and it is in the area of (81,341.245) square meter (Approximately 20.1 Acre). The business is Automobile Assembly Plant.

CSR plan of the company is laid out as follows:-

(1) Training courses concerning business techniques will be held to improve Employee's skills;

(2) Invite Foreign Technicians to teach business skills to Employees both in theory and practical;

(3) Foreign Language training Course will be held at the Factory to improve speaking skills of employees;

(4) Supply uniforms, borrow loans without interest to employees to develop employees' living standard;

(5) Sport and recreation Centre will be available at factory compound for employees' welfare;

(6) Annual religious ceremony, new year eve celebrations and other occasional festivals will be held for employees' welfare;

(7) Support to education matters of employees' children; and

(8) Support Health care to employees and their families.

Basic Principle of CSR Management

The management of company will always be performed fair and square to all employees. The employees are at the important role in implementing development of business, to fulfill the aim and objectives, to stand long lasting of business. The Management of the company will make the employees' norms of performance to develop.

Important facts to be followed

The Management Team make to know everything about the factory's situation and take responsibilities to find ways and means of any problems and solve it whenever it is occurred. Basic principle of CSR must be thoroughly known and will follow as mentioned below: -

Create the methods of producing new product, control the quality of product and try to fulfill the Customers' safety and satisfaction;

(1) Fulfilling employees' social needs such as humanitarian assistance, health aide, welfare, special bonus/ pocket money for traditional festivals;

(2) To follow Environmental Rules and regulation continuously, try to develop Environmental Affairs, reduce the suffering of environmental problems and reduce producing CO_2 , avoid using bad effected chemical; and etc.

(3) Follow and practice existing rules and regulation and draw up a code of ethics which will be on equal terms globally;

(4) Dealing with public or employees should be based on trust and responsibilities (such as not to employ child labour, never violate Human Rights, and etc.)

(5) Implement good work environment (safety of employees, discrimination, by using clean drinking water for health care, have clean canteen, separate W/C for men and women and manage to be clean forever, etc.)

Create new product/ Quality Control/ obtaining customers' satisfaction

1. Will follow and practice existing law, rules & regulations prescribed by Government and respect Human Rights and workers' rights. Will try to attain customers' full satisfaction. Work schedule will be laid down to obtain long lasting of business based on Quality control, specify norms of products, checking & control the products' quality, finding & creating methods for producing new products.

2. Activities which is recognized by human society-

(a) Form labour organization

Respect and give special consideration in forming of labour union with worker's own choice;

(b) Recoupment of worker

Recruit workers without considering by citizen, religion, colour of skin, age, pregnancy and disability.

(c) Health care

"Safety First" is the most priority at work site for reduce of causing accident. Doctor and nurse are made available at the factory to take care of workers. Arrangement will be made for casually unwell workers to see factory doctor and

send seriously sick workers to SSB immediately. Take care carefully to those patient and make them to enjoy full salary. Grant maternity leave to pregnant workers as prescribed by the Government leave rule.

(d) Workers' welfare

(1) Grant weekly support;

(2) Grant for occasion of sorrow to workers' closed relatives;

(3) Free ferry transport; and

(4) Grant for days of special significant.

3. To reduce causing environmental damages:-

Will follow as follows: -

(a) Protect forced labour;

(b) Forbid recruiting child labour;

(c) Forbid discrimination;

(d) Respect for organizing labour union independently and the right of give & take collectively;

(e) Forbid violation & non-humanitarian actions;

(f) Give Priority to security and clean work site;

(g) Give salary punctually;

(h) Avoid to assign duty at out of office hour;

(i) Appoint the workers officially;

(j) Try to reach production standard;

(k) Safety of Products must be the first priority for customers;

(l) Educate Environment Affairs;

(m) Control the safety of information;

(n) Keep the norm of products;

(o) Try to be transparent;

(p) Respect rules & laws of Government;

(q) Practice the development of good control and good follower; and

(r) Behave ethically and ways of reporting complaints will have to be laid out.

The relationship based on trust and responsibilities

(1) The factory will be performed to develop without facing losses based on trust and responsibilities.

(2) Follow basic principle & production discipline;

(3) Practice to nurture workers' accountability & responsibility spirit and make them to be confident;

(4) There will not be occurred such disturbances caused by behavior, performance, torture, give strong punishment at work site.

Create perfect work site

(1) Take responsibilities to enjoy fair & square in any cases such as Job offer, appointing job, promotion, wages & salary and bonus;

(2) Be equal in allocation of work, give assignment, offer for increase wages, consideration of paying bonus and assessment of workers' skills;

(3) The HR manager has to take into consideration for the advices given by workers and make fulfill as much as possible. Arrange training courses to be held and let the workers to be able to attend.

Conclusion

3% on Net Profit is reserved every year for CSR. The Funds will be allocated to the plans in watching of the task which will be the least of suffering from environment and social affairs. The factory, employees and other respective persons can obtain many benefits by supporting & practicing of the CSR programme.

To

Chairman,
Myanmar Investment Commission,
Yangon.

Dated : February 2018

Subject : Submission of welfare programme for employees

We, Gold Aya Motors International Group Company Limited, incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a Automobile Assembly Plant at Plot No. B-1-1, Block: Factory Area, Zone: 2C, Myotha Industrial Park, Between Myotha and Nabu-Aing Village, Ngazune Township, Myingyan District, Mandalay Region, Myanmar, measuring (81,341.245) square meter (Approximately 20.1 Acre).

We hereby submit that we have made all necessary arrangements of welfare programme for employees are as follows:-

1. Arrange accommodation at factory or free transport for employees;
2. Provide gratuity to punctual employees;
3. Arrangement will be made to be entitled overtime charges of double rate on their salary whenever employees need to work overtime. If overtime reaches until late in the night, necessary meal will also be provided;
4. Rest room and first-aid box will be reserved for sick workers. If any accident happens, arrangement will be made to send the people hurt in accident to the Social Security Clinic soon after the accident is happened.
5. Social Security contribution will be contributed for both employers' side and employees' side.

Yours faithfully,

Mr. Li Jifeng
Promoter
Gold Aya Motors International
Group Company Limited

Mr. Li Jifeng
Director
Gold Aya Motors International Group Co., Ltd.

Joint Venture Agreement

in relation to

Gold Aya Motors International Group Company Limited

Dated

[•] 8th, November 2017

between

MR. U YE HTUT LIN

And

MR. QIAN HAIFANG

And

SHINING STAR INTERNATIONAL HOLDINGS LIMITED ("SSI")

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THIS AGREEMENT is dated [●] , November 2017

PARTIES

(1) Mr. U Ye Htut Lin, NRC No. 7/LAPATA(NAING)097499, a local citizen holding the nationality of Myanmar, as a Myanmar Partner under this agreement; and

(2) Mr. Qian Haifang, Passport No.G51499107, a local citizen of PRC holding the nationality of Myanmar, as a foreign partner under this agreement ; and

(3) SHINING STAR INTERNATIONAL HOLDINGS LIMITED (Company Registration Number 62895100-000-03-14-3), as a foreign partner under this agreement, a company incorporated and registered in Hong Kong having its registered office at Room 403 Fu Fai Commercial Center,27 Hillier Street, Sheung Wan, Hong Kong or its designated person/company ("**SSI**").

(each, a "**Party**", and collectively, the "**Parties**")

WHEREAS

(A) the "Foreign Partner" and "Myanmar Partner" are desirous of entering into this Joint Venture Agreement for forming a Private Joint-Venture Company Limited by the name of "GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD." under the Myanmar Companies Act and the share equity ratio as well as the profit sharing ratio between the "Foreign Partner" and "Myanmar Partner" are 80% and 20% accordingly, except as otherwise agreed in this agreement.

(B) Gold Aya Motors International Group Company Limited ("Company") (Company Registration No. 268FC/2017-2018(YGN)) incorporated on 28, June, 2017 and at the date of this Agreement has authorized share capital amount to USD 50,000,000 which have been divided into 5,000,000 ordinary shares. 3,000 shares will be issued and held by Mr. U Ye Htut Lin, and 12,000 shares will be issued and held by Mr. Qian Haifang.

(C) SSI will acquire Mr. Qian Haifang's 9000 shares in the Company representing 60% [sixty percentage (60%)] of the total issued shares of the Company pursuant to the Share Purchase Agreement to be entered into between the parties named therein (the "Share Purchase Agreement").

(D) As shareholders of the Company, parties desire to enter into this Agreement to set forth their agreement regarding the management of the Company and the rights and obligations of shareholders.

(E) Each of the Parties enters into this Agreement in consideration of each of the other Parties entering into this Agreement and accepting the terms, undertakings and covenants contained herein.

IT IS AGREED AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1 Definition

In this Agreement, unless the context otherwise requires, the words and expressions shall have the following meanings:

"**Applicable Laws**" means the applicable laws and regulations of Myanmar, including but not limited to the Myanmar Companies Act, the Myanmar Investment Law and the Special Company Act;

"**Articles**" means the memorandum and articles of association of the Company as amended from time to time;

"**Board**" means the board of directors of the Company;

"Business" means the business of automobile production, sales, after sale service, automobile finance, or such other business as may from time to time be agreed by the Parties;

"**Business Day**" means any day on which the banks in Myanmar and the PRC are open for business excluding Saturdays, Sundays and public holidays;

"**Director**" means a director for the time being of the Company including, where applicable, any alternative directors;

"Project Land" means the land leased by the Company for the Business in Myotha Industrial Zone, of which size is approximately 20 acres;

"**MIC**" means the Myanmar Investment Commission;

"**MMK**" means Myanmar Kayts, being the lawful currency of Myanmar;

"Share Purchase Agreement" means the share purchase agreement of shares in the Company between Mr. Qian Haifang and SSI.

"**USD**" means United States Dollars, being the lawful currency of the United States of America。

1.2 Interpretation

In this Agreement, headings are for convenience only and do not affect interpretation, and unless the context requires otherwise:

1.2.1 words denoting the singular shall include the plural and vice versa; words denoting any gender shall include all genders; words denoting persons shall include firms and corporations and vice versa;

1.2.2 any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted whether before or after the date of this Agreement and (so far as liability thereunder may exist or can arise) shall include also any past statutory provisions or regulations (as from time to time modified or re-enacted) which such provisions or regulations have directly or indirectly replaced;

1.2.3 the words "written" and "in writing" include any means of visible reproduction; and

1.2.4 any reference to "**Clauses**" is to be construed as references to clauses of this Agreement.

2. BUSINESS

The Parties shall procure that the Company shall carry on the business of automobile production, sales, after sale service, automobile finance, or such other business as may from time to time be agreed by the Parties ("**Business**").

3. SHOLDERS' OBLIGATION 股东义务

3.1 SSI will be responsible for:

a. providing necessary equity investment on the Project；

b. the necessary debt financing for AYA to the project whenever conditions are mature for such financing;

c. being responsible for the company's daily operation and management.

3.2 Mr. U Ye Htut Lin and Mr. Qian Haifang will be responsible for:

a. maintaining good relationship with government and authorities;

b. obtaining all necessary governmental, regulatory and other approvals, permits and register documents from the Relevant Authorities for the shareholding changes and project development;

c. getting taxi upgrade orders and obtaining government collective purchase orders etc.

4. BOARD OF DIRECTORS

4.1 Duties of Board

The business and affairs of the company shall be managed by the Board in accordance with this Agreement, the Memorandum and the Articles.

4.2 Directors and Management

4.2.1 The Board shall consist of [6] Directors, of whom:

(a) Mr. Qian Haifang shall be entitled to appoint up to [2] person as Directors; and

(b) SSI shall be entitled to appoint up to [4] persons as Directors ("SSI Director") .

Each Party is entitled at any time to remove any of the Directors it has appointed, with or without cause, and to replace him with another person. Each Party shall remove all Directors appointed by it if it ceases for any reason to own any interest in the Shares. The Party removing a director shall indemnify and keep indemnified the company against any claim connected with the director's removal from office.

4.2.2 The Directors of the company, upon incorporation shall be as follows:

(a) Mr. Yan Yu

(b) U Ye Htut Lin

(c) Mr. Qian Haifang

(d) Mr. Yan Jin

(e) Mr. Wang Hailong

(f) Mr. Li Jifeng

4.2.3 The post of chairman shall be held by an SSI Director. If the chairman, for the time being is unable to attend any meeting of the Board, SSI shall be entitled to appoint another SSI Director to act as chairman at the meeting.

4.2.4 The Parties agree that if there are any changes to the Shareholding Proportion, they shall enter into discussions as soon as practicable after such occurrence, in order to determine the number of Directors which each Party is then entitled to appoint.

5. BOARD MEETING

5.1 Board Meetings

Subject to compliance with the Applicable Laws, a meeting of the Board shall be held at such times and place as the Board shall determine. Provided that, unless otherwise agreed by all the Directors, a physical meeting of the Board shall be held at least four (4) times in each calendar year, on a quarterly basis. All physical meetings of the Board shall be held in the PRC or Myanmar unless otherwise agreed in writing by all Directors. The schedule of Board meetings for each calendar year shall be agreed upon by the Board prior to the start of each calendar year. Notwithstanding the agreed schedule of Board meetings, not less than fourteen (14) days' notice (or such shorter period of notice in respect of any particular meeting as may be agreed by all the Directors) of each meeting of the Board specifying the date, place and time of the meeting and the business to be transacted thereat shall be given to all Directors. The Company shall produce and deliver, as soon as practicable after each meeting of the Board, and in any event within seven (7) days thereafter, minutes of such meeting to all the Directors.

5.2 Quorum and Voting

5.2.1 The quorum for all meetings of the Directors shall be four (4) Directors present in person or by his alternate, of which one (1) shall be chairman (or his alternates).

5.2.2 At meetings of the Board of the Company:

(a) each Director of the Company, if present, shall have one (1) vote; and

(b) all decisions required to be made by the Board of the Company shall be put to the vote and shall be decided by a simple majority vote of the Directors present.

5.2.3 Provided that if within thirty (30) minutes of the time fixed for a Board meeting, a quorum is not present, the Board meeting shall be adjourned for two (2) weeks to the same time and place. When at such adjourned meeting, the quorum shall be the same, and only matters specified in the original agenda may be discussed and agreed upon at such adjourned meeting.

5.3 Resolutions in Writing

A resolution in writing circulated to all Directors for the time being and signed by a majority of the Board shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one (1) or more Directors. Such resolution shall be circulated to each Shareholder at the same time as such are circulated to the Directors. Where a Director dissents, such dissenting Director shall provide notice of his dissent to all Directors within seven (7) days of the circulation of the resolution in writing to him.

5.4 Conference

To the extent permitted by the Act, the Directors may participate in a meeting of the Directors by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another, without a Director being in the physical presence of another Director or Directors, and participation in a meeting pursuant to this Clause shall constitute presence in person at such meeting.

6. SHAREHOLDERS' MEETINGS

6.1 Quorum

No action of the Company shall be taken at any general meeting of the Company unless a quorum of Shareholders is present throughout the meeting. The quorum at any general meeting shall be three (3) Shareholders present in person or by proxy, of which one (1) shall be a representative of Mr. U Ye Htut Lin、one (1) shall be a representative of Mr. Qian Haifang and one (1) shall be a representative of SSI, for so long as Mr. U Ye Htut Lin、Mr. Qian Haifang and SSI hold interest in the Company. If a quorum is not present half an hour from the time appointed for the holding of a general meeting when it is first convened, the meeting shall be adjourned to the date falling fourteen (14) days thereafter at the same time and place. At such adjourned meeting, the quorum shall be the same. If a quorum is not present half an hour from the time appointed for the holding of the adjourned general meeting, the meeting shall be further adjourned to the date falling fourteen (14) days thereafter at the same time and place. Minutes of all general meetings shall be sent to each Shareholder within fourteen (14) days after the holding of such meetings.

6.2 Voting right of shareholders'

Each shareholder shall have a proportional voting power according to its shareholding ratio.

6.3 Resolution

No resolution of General Meeting shall be made unless 60% or more than 60% voting rights agreed.

6.4 Passing of Resolutions

A resolution in writing which has been circulated to all Shareholders and signed by Shareholder(s) holding a majority of the issued Shares in the Company, shall be as valid and effectual as if it had been a resolution passed at a general meeting of the Company, duly convened. Any such resolution may consist of several documents in like form, each signed by one (1) or more Shareholders.

7. AUDITORS, BOOKS AND RECORDS OF THE COMPANY

7.1 The Parties shall procure that the Company shall, at all times, maintain true and complete accounting and other financial records in accordance with International Financial Reporting Standards or other generally accepted accounting principles as the Parties may agree in writing. Accounting and other financial records shall at all times be maintained at the principal office of the Company.

7.2 Each Party shall have reasonable access to, and the right to inspect and to conduct financial audits of, and to obtain extracts of the accounting and other financial records of the Company. The Parties shall procure that the Company provides any information (including documentation and material correspondence) that is requested by a Party to enable such Party to comply with its tax reporting obligations, with such information furnished to the Party within a reasonable time period following such request.

7.3 All accounting and other financial records of the Company shall be submitted to each Party on a monthly basis to the extent possible and shall be submitted to the Board on a quarterly basis.

8. DIVIDENDS

8.1 Unless otherwise agreed by the Shareholders, the Shareholders shall procure that, subject to the provisions of this Agreement, the appropriation of prudent and proper reserves and the retention out of profits of funds to meet working capital requirements, or any requirements as to solvency or otherwise applicable to the Company (whether under any statute, regulation or ruling and whether having the force of law in Myanmar or otherwise).

8.2 The parties agree that 23% of the equity investment paid by SSI shall be paid to SSI by other shareholders as first priority when distributions of company profits take place. The company shall have the rights and obligations to facilitate such process.

8.3 Unless 23% of the equity investment paid by SSI has been recovered as stated in clause 8.2, the Company could distributes to and among the Shareholders such proportion of its profit in accordance with the Shareholding Proportion.

8.4 In the case that the Company obtains any land and/or land use right otherwise than the Project land, the parties agree, the relevant rights and interests connect with such land or land rights shall be enjoyed by SSI of 90% and the rest 10% by the other shareholder(s) of the Company.

9. TRANSFER OF SHARES

A shareholder may consult with other shareholder(s) if he wants to transfer his share to the third party. Other shareholder may reserve his first refusal right.

10. ISSUE OF NEW SHARES

No additional Shares may be issued except with the approval at the Shareholders' meeting.

11. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to and for the benefit of the other Party as follows:

11.1 it is a company duly incorporated and validly existing under the laws of its place of incorporation;

11.2 it has the full power and authority to sign and deliver this Agreement (and all ancillary agreements) and to exercise all its rights and perform all its obligations under this Agreement and has taken all necessary corporate actions (where applicable) to authorise its entry into this Agreement and the exercise of its rights and the performance of its obligations under this Agreement (and all ancillary agreements to be entered into pursuant to this Agreement);

11.3 this Agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms;

11.4 all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents from third parties) in order (i) to enable it to lawfully enter into, exercise its rights and perform and comply with its obligations under this Agreement and (ii) to ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done;

11.5 neither the signing and delivery of the Agreement nor compliance with the terms and provisions hereof will (i) conflict with, or result in a breach of, its memorandum and articles of association (where applicable), (ii) any applicable law or regulation, (iii) any order, writ, injunction or decree of any court or governmental authority or agency or (iv) any agreement or instrument to which it is a party or by which he/it is bound.

11.6 provide necessary information and documents to render assistance in relation to this business。

12. DEFAULT

12.1 A Party ("Non-Defaulting Party") is entitled to issue a written notice to the other Party (in this Clause, referred to as the "Defaulting Party"), upon the occurrence of any of the events specified under Clause 12.2 with respect to the Defaulting Party, to require the Defaulting Party to remedy the breach.

12.2 The following events will be deemed to be an Event of Default:

a. A party violates his guarantee or irrevocable promise；

b. a Party commits a material breach of this Agreement and either (i) the breach is not capable of being remedied or (ii) the Party that committed the material

breach did not remedy that breach within thirty (30) Business Days of any other Party sending it written notice requiring it to remedy that breach.

13 CONFIDENTIALITY

13.1 Obligations of the Parties

All communications between the Parties in relation to this Agreement and all information and other material supplied to or received by a Party or received or obtained directly or indirectly by a Party from the Company shall be considered confidential information and shall be kept confidential by the recipient unless or until compelled or required to disclose by judicial or administrative procedures or in the opinion of its counsel, by other requirements of law, or the recipient can reasonably demonstrate that (a) it is, or part of it is, in the public domain (other than as a result of unauthorized disclosure by the Parties), whereupon, to the extent that it is public, this obligation shall cease, or (b) it is required to be disclosed pursuant to any applicable laws or to any competent governmental or statutory authority or pursuant to rules or regulations of any relevant regulatory, governmental, enforcement, administrative or supervisory body, or (c) has been disclosed in the proper performance of the relevant Party's obligations under or consequent to this Agreement, or (d) is received from a third party without any duty of confidentiality in relation thereto. Notwithstanding the foregoing, the disclosure of such information on a "need to know" basis to Mr. U Ye Htut Lin's 、 Mr. Qian Haifang's or SSI's respective shareholders, directors, officers, employees, agents, consultants, advisors shall be permitted, provided that any such person shall be advised of the confidential nature of the information and shall not use such information to the actual or potential detriment of the Party to which it relates.

13.2 Press Releases

No public announcements, releases or communication concerning this Agreement ("Press Releases") may be made or dispatched by any of the Parties without prior consultation between the Parties and the final form of such Press Release having been approved by the Parties in writing.

13.3 Survival of Rights

The rights and obligations of each of the Parties under this Clause shall survive after the termination of this Agreement.

14 NO PARTNERSHIP

Nothing in this Agreement shall constitute a partnership among the Parties nor constitute any Party the agent of the other Party. The rights, duties, obligations and liabilities of the Parties shall be several and not joint or collective. The Parties do not have the power or the right to bind, commit or pledge the credit of the other Party, or the Company.

15 DURATION AND TERMINATION

15.1 Effective Date

This Agreement shall take effect from the date of this Agreement without limit in point of time and shall cease and determine:

15.1.1 where an Event of Default, as contemplated in Clause 12.2 has occurred. For the avoidance of doubt, in respect of such occurrence, any Party shall have the right (but not the obligation) to elect to terminate this Agreement pursuant to this Clause;

15.1.2where there shall have been or come into effect, prior to completion:

(i) any change, development involving a prospective change, in national or international monetary, financial, political or economic conditions or currency exchange rates or foreign exchange controls or taxation;

(ii) any material adverse change or development involving a prospective material adverse change, in the business, operations, properties, prospects, condition (financial or otherwise) or turnover of Mr. U Ye Htut Lin、Mr. Qian Haifang or SSI;

(iii) that in the reasonable opinion of the Parties exercised in good faith, is likely to render the joint venture inadvisable or impracticable to proceed on the terms and in the manner contemplated in this Agreement. In such event, no Party shall have any claim against the other Party; or

15.1.3 immediately, upon the occurrence of the following events:

(i) any Party ceases to be held any interest (direct or indirect) in the Shares;

(ii) upon the dissolution of the Company; or

(iii) upon the mutual agreement of the Parties.

15.2 Insolvency

If the Company shall be wound up, to the extent that any of the Parties do not receive satisfaction in full in the winding-up of the Company of all sums due or to fall due to it, then the aggregate shortfall between all sums due or to fall due to the Parties and all amounts actually recovered by the Parties from the Company or its liquidators (whether by direct payment or the exercise of any right of set-off and otherwise) shall be calculated and apportioned between the Parties in their shareholding proportions.

16 MISCELLANEOUS

16.1 Entire Agreement

This Agreement (together with any documents referred to herein) embodies all the terms and conditions agreed upon among the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings, if any, among the Parties with respect to the subject matter hereof, whether such be written or oral.

16.2 Release

Any liability to any Party under this Agreement may in whole or in part be released, compounded or compromised, or time or indulgence given, by that Party in its absolute discretion without in any way prejudicing or affecting its other rights against the other Parties.

16.3 No Implied Waivers

No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

16.4 Continuing Effect of Agreement

All provisions of this Agreement shall, so far as they have not been performed as of Completion, nor in any respect be extinguished or affected by Completion or by any other event or matter whatsoever and shall continue in full force and effect.

16.5 Successors and Assigns

This Agreement shall be binding on and shall endure for the benefit of the Parties and their respective successors and assigns. Any reference in this Agreement to any Party shall be construed accordingly.

16.6 Costs and Expenses

Unless otherwise agreed, each Party shall bear its own legal, professional and other costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement.

16.7 Further Assurance

Each Party undertakes with the other Party that it will execute such documents and do such acts and things as the other parties may reasonably require for the purpose of giving to them the full benefit of the provisions of this Agreement.

16.8 Notices

All notices, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by local courier or by fax addressed to the intended recipient thereof at its address or fax number or by electronic mail, and marked for the attention of such person (if any), designated by it for the purposes of this Agreement. The initial address, phone number, electronic mail address, and person (if any) so designated by the Parties are set out below:

Mr. U Ye Htut Lin

Address: No.49, B2 First Floor, Thiri Myaing 2nd Street, Ward (13), Hlaing Township, Yangon

Phone no: 0942000611

For the attention of:

Email: yehtut0070@gmail.com

Mr. Qian Haifang

Address: 上海市杨浦区中山北二路 55 号 2101 室

Phone no: 13629651000

For the attention of:

Email:

Shining Star International Holdings Limited

Address:2F, Shining Star Office Building, Xingyao Sports Center, New Asian Athletic Park, Guandu District, Kunming, Yunnan Province, China

Phone no:+86 871 67375111

For the attention of:Mr. Wang Hailong

Email:Edwardwang_2004@126.com

Any such notice, demand or communication shall be deemed to have been duly served (if given or made by fax or electronic mail) immediately and in proving the same it shall be sufficient to show the electronic confirmation of fax receipt, the receipt of the electronic mail or (if given or made by letter) immediately if hand delivered or (3) Business Day after sending by local courier and in proving the same it shall be sufficient to show the receipt from the local courier showing that package was duly addressed and the date on which it was sent.

16.9 Severability

If a court of competent jurisdiction holds any provision of this Agreement to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected thereby.

16.10 Counterparts

This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute on and the same agreement) and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party.

16.11 Prevalence of Agreement

In the event of any inconsistency between the provisions of this Agreement and the Articles of the Company, the provisions of this Agreement shall, as among the Parties, prevail and the Parties shall, if agreed among the Parties, cause such necessary alterations of the Articles of the Company as are required to remove such inconsistency.

16.12 Force Majeure

No Party shall be responsible for any failure to fulfil any provisions of this Agreement if and to the extent that fulfilment has been delayed, hindered, interfered with or prevented by force majeure occurrences including, but not limited to, acts of God, wars (declared or undeclared), rebellion, insurrection acts of terrorists, acts of governments or governmental bodies (including, but not limited to legislative bodies, courts and executive bodies), fire, action of the elements or any other matters, whether similar or dissimilar in character as to those enumerated here, beyond the reasonable control of the Party affected by the same.

In the event of any force majeure occurrence, a Party claiming to be affected shall promptly notify the other Party giving full particulars thereof, and shall use its best efforts to remedy such failure of fulfilment with all reasonable dispatch. Such affected Party shall continue to keep the other Party full advised of the progress being made with respect to such efforts.

16.13 Dispute Resolution

Any argument concerning this agreement shall be settled in peace by mutual consent, but if it cannot be settled so that shall be solved by the court in Myanmar.

16.14 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of the union of Myanmar.

16.15 Amendment

This Agreement may be amended during the duration of this Agreement by the Parties, provided that such amendment shall be in writing and signed by both Parties and it meets the laws of the Republic of the union of Myanmar.

16.16 Language

This Agreement shall be executed by the Parties hereto in both Chinese version and English version, each of which shall be binding upon both Parties. But the Chinese version shall prevail in the event of any discrepancy between the two said version.

(No text of main body below)

IN WITNESS WHEREOF the Parties hereto have entered into this Agreement on the day and year first above written.

Mr. U Ye Htut Lin(Signature) :

Mr. Qian Haifang(Signature) :

SSI :

SIGNED BY:

(Signature)

Name of signatory:

For and on behalf of
Shining Star International Holdings Limited

Name of witness:

(Signature)

(Signature)

(Signature)

GOLD AYA MOTORS INTERNATIONAL GROUPS CO., LTD.

AUTOMOBILE ASSEMBLY PLANT

LIST OF DIRECTORS

Sr. No	Name	Nationality & NRC/ Passport No.	Rank	No of Shares	Address
1	Shining Star International Holdings Limited Represented by Mr. Yan Yu	Chinese Pp.No.E67967120	Chairman	60% (9000)share	ROOM 1806 18/F Park-In Commercial centre 56 Dundas Street Mongkok Kowloon, Hong Kong
2	U Ye Htut Lin	Myanmar 7/La Pa Ta (Naing) 97499	Director	20% (3000)share	No.(49/B-2), Corner of Thiri Myaing-2 Street and Paung Se Street, (13) Ward, Hlaing Township, Yangon.
3	Mr. Qian Haifang	Chinese Pp. No.G51499107	Director	20% (3000)share	Shanghai Fingan District, Baosham Road, 499 GET on the 17th 402.
4	Mr. Li Jifeng	Chinese Pp.No.E73367264	Director	0%	Room 2654, No.6, Qinqixi Road, Litong District, Wuzhong City, Mingxia Province, China.
5	Mr. Yan Jin	Chinese Pp.No.G37831652	Director	0%	Room No.2, Unit 3, Building 2-1,Li Shu Tou, Ren Min Dong Rd., Pan Long District, Kunming City, Yunnan Province, China.
6	Mr. Wang Hailong	Chinese Pp. No.E67983810	Director	0%	13-2103 Binjiang Jun Garden, Kunming City, Yunnan Province, China.

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.

AUTOMOBILE ASSEMBLY PLAT

DIRECT , INDIRECT SALARY AND WAGES

Description	Yr.1			Yr .2			Yr 3			Yr .4-10		
	Nos	Monthly USD	Yearly USD;Ml.	Nos	Monthly USD	Yearly USD;Ml.	Nos	Monthly USD	Yearly USD;Ml.	Nos	Monthly USD	Yearly USD;Ml.
Foreign Personnel												
General Manager	1	3000	0.0360	1	3000	0.036	1	3200	0.038	1	3200	0.038
Senior Project Manager	1	2000	0.0240	1	2000	0.024	1	2200	0.026	1	2200	0.026
Marketing Director	1	2000	0.0240	1	2000	0.024	1	2200	0.026	1	2200	0.026
Manufacturing Manager	1	2000	0.0240	1	2000	0.024	1	2200	0.026	1	2200	0.026
Technical Manager	1	2000	0.0240	1	2000	0.024	1	2200	0.026	1	2200	0.026
Finance Manager	2	1500	0.0360	2	1500	0.036	2	1600	0.038	2	1600	0.038
Engineer	8	1500	0.1440	8	1500	0.144	8	1600	0.154	8	1600	0.154
Foreign Total -	15		0.312	15		0.312	15		0.336	15		0.336
Local Personnel		KYAT	KYAT-ML.		KYAT	KYAT-ML.		KYAT	KYAT-ML.		KYAT	KYAT-ML.
Technical Manager	2	472500	11.340	2	472500	11.340	2	540000	12.960	2	540000	12.960
HR Manager	1	472500	5.670	1	472500	5.670	1	540000	6.480	1	540000	6.480
Final Assembly Manager	1	472500	5.670	1	472500	5.670	1	540000	6.480	1	540000	6.480
Process Quality Controller	4	405000	19.440	4	405000	19.440	4	472500	22.680	4	472500	22.680
Repair Area Staff	4	337500	16.200	4	337500	16.200	4	405000	19.440	4	405000	19.440
Detection Line Staff	6	337500	24.300	6	337500	24.300	6	405000	29.160	6	405000	29.160
Showering Room Staff	4	337500	16.200	4	337500	16.200	4	405000	19.440	4	405000	19.440
Commerciallization Staff	2	337500	8.100	2	337500	8.100	2	405000	9.720	2	405000	9.720
Sales Dept.& Showroom Sta	30	337500	121.500	30	337500	121.500	30	405000	145.800	30	405000	145.800
Assembly Worker	35	175500	73.710	45	175500	94.770	50	202500	121.500	60	202500	145.800
Logistics Distribution Staff	6	175500	12.636	8	175500	16.848	10	202500	24.300	15	202500	36.450
Security	5	155250	9.315	5	155250	9.315	5	175500	10.530	5	175500	10.530
Cleaner	5	155250	9.315	5	155250	9.315	5	175500	10.530	5	175500	10.530
Driver	5	168750	10.125	5	168750	10.125	5	189000	11.340	5	189000	11.340
Local Total in Kyat -	110		343.521	122		368.793	129		450.360	144		486.810
Grand Total in USD -	**125**		**0.566**	**137**		**0.585**	**144**		**0.670**	**159**		**0.697**

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.

AUTOMOBILE ASSEMBLY PLANT

EMPLOYMENT LIST

Employment (Year-1)	**No.**
Foreign Personnel	
General Manager	1
Senior Project Manager	1
Marketing Director	1
Manufacturing Manager	1
Technical Manager	1
Finance Manager	2
Engineer	8
Foreign Total -	15
Local Personnel	
Technical Manager	2
HR Manager	1
Final Assembly Manager	1
Process Quality Controller	4
Repair Area Staff	4
Detection Line Staff	6
Showering Room Staff	4
Commerciallization Staff	2
Sales Dept.& Showroom Staff	30
Assembly Worker	35
Logistics Distribution Staff	6
Security	5
Cleaner	5
Driver	5
Total	110
Grand Total -	125 .

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.

AUTOMOBILE ASSEMBLY PLANT
INVESTMENT

US$ & Kyat in Million

Sr No	Particulars	Foreign(80%)	Local(20%)		Total Investment
		USD	KYAT	Equi.USD	USD
1	**Investment Type**				
	Machinery & Equipments (Import)	1.3451			1.3451
	Factory Equipment & Fixture (Importl)	2.2271			2.2271
	Factory Equipment & Fixture (Local)	0.3212			0.3212
	Construction Material (Import)	6.4178			6.4178
	Construction Material (Local)	1.1635			1.1635
	Eletricity Equipment (Local)	0.5653			0.5653
	Office furniture, fixtures (Local)		14.0000	0.0104	0.0104
	Office Equipment (Local)		9.6000	0.0071	0.0071
	Lease of Land			2.7656	2.7656
	Vehicles		40.0000	0.0296	0.0296
	Building Cost		432.0000	0.3200	0.3200
	Cash	0.1500			0.1500
	TOTAL INVESTMENT -	**12.1900**	**495.6000**	**3.1327**	**15.3227**

Exchange rate

USD 1 = kyat 1350/-

Summary for Building Cost

	Detail of Building Cost	Kyat (Mil)
1	Civil Work	200.00
2	M & E Installation	95.00
3	Infrastructure	58.50
4	Exterior Works	58.50
5	Interior Decoration	20.00
	Total -	432.00

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.

AUTOMOBILE ASSEMBLY PLANT

MACHINERY & EQUIPMENTS

(Import) (Brand New) Schedule - 1

Sr No	List of Items	HS Code	Unit	Qty	US$	Source	
						Local	Import
	Interior Assembly Line					**KYAT**	**US$**
1	Wide strip chain + process support	8479	U	1	138,500		138,500
2	Electric hoist for interior line feeding	8479	U	1	15,400		15,400
	Chassis Assembly						
3	Chassis Assembly Line	8479	U	1	276,900		276,900
	Final Assembly Line						
4	Final Assembly Line	8479	U	1	126,200		126,200
	Front/Rear Axle Assembly						
5	Electric Lifting Trolley for Front Axle	8479	U	1	15,400		15,400
6	Electric Lifting Trolley for Rear Axle	8479	U	1	12,300		12,300
7	Electric hoist	8479	U	1	23,100		23,100
	Tools						
8	Pneumatic Wrench	8204	U	26	769		20,000
9	Electric Wrench	8467	U	18	383		6,900
10	Torque Wrench	8467	U	18	461		8,300
11	Other Manual Tools	8467	U	20	230		4,600
	Filling Equipment						
12	Gasoline Filler	8467	U	1	3,100		3,100
13	Brake Fluid Vacuum Filler	8467	U	1	46,200		46,200
14	Coolant Vacuum Filler	8418	U	1	46,200		46,200
15	Antifreeze Vacuum Filler	8467	U	1	38,500		38,500
16	Power Steering Fluid Vacuum Filler	8467	U	1	38,500		38,500
17	Glass Bath Measuring Cup	8467	U	1			-
18	Engine Oil Measuring Filler	8467	U	1	4,600		4,600
19	Transmission Oil Measuring Filler	8467	U	1	4,600		4,600
	Detection Line						
20	Bumpy Road		U	1	1,200		1,200
21	Four Wheel Aligner	9031	U	1	53,800		53,800
22	Brake Hub Test Bench	9031	U	1	69,200		69,200
23	Speedometer Calbration Bench	9031	U	1	7,700		7,700
24	Light Detection	9031	U	1	9,200		9,200
25	Emissions Testing	9031	U	1	46,200		46,200
26	Side Slide Test Bench	9031	U	1	7,700		7,700
27	Electronic Immobilizer Detector	9031	U	1	76,900		76,900
28	Air Tighteness Detector	9031	U	1	27,700		27,700
29	Showering Room Equipment	9031	Set	1	55,400		55,400
30	VIN Marker	8462	U	1	23,100		23,100
	Curving Equipment						
31	Front Windscreen VIN Nameplate Laser Engraver	8462	U	1	30,800		30,800

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.
AUTOMOBILE ASSEMBLY PLANT
MACHINERY & EQUIPMENTS

(Import) (Brand New) Schedule - 1 continued

Sr No	List of Items	HS Code	Unit	Qty	US$	Source	
						Local	Import
	Maintenance Review Area					**KYAT**	**US$**
32	Steel Structure, Lighting and Sling in the Maintenance Area	8425	U	1	18,500		18,500
33	Paint Repair Chamber	8424	U	1	53,800		53,800
34	Inspection Room Equipment	9031	Set	1	12,300		12,300
	Sub-assembly Bench						
35	Dashboard Beam and Harness	8479	U	1	800		800
36	Door Interior Panels	8479	U	4	775		3,100
37	Glazing Bench	8479	U	2	1,250		2,500
	On-Line Tooling						
38	Rear Nameplate Attachment	8479	U	1	800		800
39	Tank Cover Installation	8479	U	1	800		800
40	Windscreen Glass Transfer	8479	U	1	1,200		1,200
41	Door Support	8479	U	6	133		800
42	Line Side Equipment	8479	U	1	12,300		12,300
	Total -						1,345,100

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.

AUTOMOBILE ASSEMBLY PLANT

FACTORY EQUIPMENTS & FIXTURE (To be Imported)

(Brand New Items)

(Import)

Schedule 1 continued

Sr No	List of Items	HS Code	Unit	Qty	US$	Source	
						Local-USD	Import-USD
1	Air Conditioning system	8414	Set	3	301,188		903,563
2	Fire -fighting equipment	8424	Set	3	71,682		215,046
3	Sewage treatment system (including	8421	Set	1	130,000		130,000
4	Water purifying equipment	8421	Set	1	90,000		90,000
5	Indoor elevator	8428	Set	2	36,567		73,134
6	IT system (weak current system)	8503	Set	3	80,317		240,950
7	Other material & Equipment		lot	1	10,000		10,000
8	Water supply & fire power pump	8413	Set	7	47,500		332,500
9	Ventilation System (including equipments)	8414		3	42,980		128,940
10	3D four-wheel aligner	9031	Set	3	6,007		18,022
11	Standard stoving varnish Equipment	8419	Set	3	7,854		23,563
12	Autorobot IV	8479	Set	3	6,007		18,022
13	Tyre separate-installed machine	8479	Set	4	1,459		5,836
14	Accurate tyre balancing machine	9031	Set	4	772		3,090
15	Combined drum	8714	Pcs	7	326		2,283
16	Gasholder	7311	Set	3	515		1,545
17	Air Dryer	8418	Set	3	687		2,060
18	Air-con leak detector	8508	Set	1	25,746		25,746
19	Glue gun	8205	Pcs	3	858		2,575
20	QPS filter	8421	Pcs	3	86		257
	Total -						**2,227,131**

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.

AUTOMOBILE ASSEMBLY PLANT

CONSTRUCTION MATERIAL (Local Purchase)

(Brand New Items)

(Local) Schedule 1 continued

Sr No	List of Items	HS Code	Unit	Qty	US$	Source	
						Local-USD	Import-USD
1	Galvanized	9406	m	100	230.00	23,000	
2	UPVC Waterpipe	8479	m	350	10.00	3,500	
3	PVC Line Pipe	3917	m	500	8.00	4,000	
4	Alluminium alloy	7606	m2	800	55.00	44,000	
5	Wire (2.5mm2)	8536	m	9900	0.50	4,950	
6	Wire (4.0mm2)	8536	m	41596	0.85	35,357	
7	Cable (16-150mm2)	8535	m	6600	40.00	264,000	
8	Tray for strong and weak electricity cable	7326	m	900	30.00	27,000	
9	Stay Ø12	9021	m	4500	0.91	4,095	
10	Deformed steel bar8--25	9506	Tons	335	798	267,330	
11	Emultion paint	3209	kg	3000	3.02	9,060	
12	Polyestar Paint	3208	L	2000	1.65	3,300	
13	Electric rolling door	8501	Set	8	1636	13,088	
14	Switch panel	8708	Pcs	600	12.5	7,500	
15	Ceramic tile	6908	m^2	4000	37.8	151,200	
16	Plaster board	6809	Pcs	1680	22.55	37,884	
17	Sanitary ware	6910	Set	45	228	10,260	
18	Excavator	8429	Set	1	87,000	87,000	
19	Loader	8429	Set	1	79,300	79,300	
20	Big master ground lift (3.5 Tons)	8431	Set	3	4,463	13,388	
21	Construction Lift	8431	Nos	1	59,000	59,000	
22	Electric gantry crane (4 Tons)	8426	Set	7	1,339	9,372	
23	small scissor lift	8431	Set	3	1,974	5,922	
	Total -					1,163,505	

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.

AUTOMOBILE ASSEMBLY PLANT

FACTORY EQUIPMENTS & FIXTURE (LOCAL PURCHASE)

(Brand New Items)

(Local) Schedule 1 continued

Sr No	List of Items	HS Code	Unit	Qty	US$	Source	
						Local-USD	Import-USD
1	Fire pipe	8424	m	7228	40	289,120	
2	Drencher head	8481	Pcs	4200	1	4,200	
3	Mixer	8474	Set	3	6,300	18,900	
4	Oxygen Cutting Equipment	8456	Set	3	475	1,425	
5	Handrail of staircase	8302	m	100	10	1,000	
6	Cutting equipment	8456	Set	10	95	950	
7	Electric Drill	8467	Set	10	79	790	
8	Edge grinding M/C	8207	Set	5	55	275	
9	Electric Saw	8467	Set	3	32	96	
10	Sewage pump	8413	Set	10	315	3,150	
11	Air Compressor	8414	Set	4	317	1,268	
	Total -					321,174	

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.
AUTOMOBILE ASSEMBLY PLANT
ELECTRICAL EQUIPMENTS (LOCAL PURCHASE)
(Brand New Items)

(Local) Schedule 1 continued

Sr No	List of Items	HS Code	Unit	Qty	US$	Source	
						Local-USD	Import
1	Transformer	8504	Set	2	180,000	360,000	
2	Generator	8503	Set	2	100,000	200,000	
3	AC arc Welder	8538	Set	3	556	1,668	
4	Electric Hammer	8467	Set	8	300	2,400	
5	Power Rammer	8467	Set	2	635	1,270	
	Total -					565,338	

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.
AUTOMOBILE ASSEMBLY PLANT
OFFICE FURNITURE & EQUIPMENT
(Local Purchase)

Sr.No.	Particulars	Qty.	Unit Price Kyat	Value Kyat
	Furniture & Fixture			
1	Table	30	200,000	6,000,000
2	Chair	30	150,000	4,500,000
3	Meeting Table	2	500,000	1,000,000
4	Computer Table	10	100,000	1,000,000
5	Steel Cabinet	10	150,000	1,500,000
	Total -			14,000,000
	Office Equipment			
1	Computer (Desktop)	6	300,000	1,800,000
2	Computer (Laptop)	4	1,000,000	4,000,000
3	Printer	4	200,000	800,000
4	Copier	2	1,500,000	3,000,000
	Total -			9,600,000
	Vehicles			
	Truck (3 Tons)	1	20,000,000	20,000,000
	Saloon	1	20,000,000	20,000,000
	Total -			40,000,000

GOLD AYA MOTORS INTERNATION GROUP CO., LTD.
AUTOMOBILE ASSEMBLY PLANT
RAW MATERIAL REQUIREMENT LIST (TO BE IMPORTED)

Q 35 Model Schedule-2

NO	LIST OF ITEM SKD-2	HS CODE (WITH FOUR DIGIT)	UNIT	UNIT PRICE (USD)	LOCAL		LOCAL		IMPORT ANNUAL NEEDS Year 1		Year 2		Year 3		Year 4		Year 5-10	
					QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)
1	Enginine Assembly, Transmission & Clutch System	8407	Set	3,434					480	1.6484	1,200	4.1209	2,400	8.2418	3,600	12.3628	18,000	61.8138
2	Welded/Painted Body with including Chassis Group (Without installation of Conbination Meters, Interior Trimming Parts, Lamps, Wind Shield and Wire harness)	8707	Set	1,858					480	0.8916	1,200	2.2291	2,400	4.4582	3,600	6.6874	18,000	33.4368
3	Front Axles/ Front Independent Suspension/Rear Axles	8708	Set	401					480	0.1925	1,200	0.4813	2,400	0.9626	3,600	1.4440	18,000	7.2198
4	Suspension Component	8708	Set	333					480	0.1596	1,200	0.3991	2,400	0.7982	3,600	1.1974	18,000	5.9868
5	Steering Wheel and Related	8708	Set	113					480	0.0540	1,200	0.1351	2,400	0.2702	3,600	0.4054	18,000	2.0268
6	Exhaust System	8708	Set	96					480	0.0461	1,200	0.1152	2,400	0.2304	3,600	0.3456	18,000	1.7280
7	Wheel and Tyres	4011	Set	382	3600	1.3745	18000	6.8724	480	0.1833	1,200	0.4582	2,400	0.9163	-	-	18,000	6.8724
8	Seat Assembly	9401	Set	369					480	0.1773	1,200	0.4433	2,400	0.8866	3,600	1.3298	18,000	6.6492
9	Trimming Parts, Dashboard, Instrument Panel, Windshield, Wire harness and other Accessories	8708	Set	3991					480	1.9154	1,200	4.7886	2,400	9.5772	3,600	14.3658	18,000	71.8290
10	Door Group (Front and Rear) Without Accessories	8708	Set	424					480	0.2036	1,200	0.5090	2,400	1.0181	3,600	1.5271	18,000	7.6356
						1.3745		6.8724		5.4720		13.6799		27.3598		39.6652		205.1982

GOLD AYA MOTORS INTERNATION GROUP CO., LTD.
AUTOMOBILE ASSEMBLY PLANT
RAW MATERIAL REQUIREMENT LIST (TO BE IMPORTED)

V 8 Model

Schedule-2

NO	LIST OF ITEM SKD-2	HS CODE (WITH FOUR DIGIT)	UNIT	UNIT PRICE (USD)	LOCAL-Yr 4		LOCAL-Yr5-10		IMPORT ANNUAL NEEDS Year 1		Year 2		Year 3		Year 4		Year 5-10		OTHER
					QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	
1	Enginine Assembly, Transmission & Clutch System	8407	Set	6,024.80					40	0.2410	100	0.6025	200	1.2050	300	1.8074	1,500	9.0372	
2	Welded/Painted Body with including Chassis Group (Without installation of Conbination Meters, Interior Trimming Parts, Lamps, Wind Shield and Wire harness)	8707	Set	3,259.00					40	0.1304	100	0.3259	200	0.6518	300	0.9777	1,500	4.8885	
3	Front Axles/ Front Independent Suspension/Rear Axles	8708	Set	401.10					40	0.0160	100	0.0401	200	0.0802	300	0.1203	1,500	0.6017	
4	Suspension Component	8708	Set	332.60					40	0.0133	100	0.0333	200	0.0665	300	0.0998	1,500	0.4989	
5	Steering Wheel and Related	8708	Set	112.60					40	0.0045	100	0.0113	200	0.0225	300	0.0338	1,500	0.1689	
6	Exhaust System	8708	Set	96.00					40	0.0038	100	0.0096	200	0.0192	300	0.0288	1,500	0.1440	
7	Wheel and Tyres	4011	Set	381.80	300	0.1145	1500	0.5727	40	0.0153	100	0.0382	200	0.0764	-	-	-	-	
8	Seat Assembly	9401	Set	369.40					40	0.0148	100	0.0369	200	0.0739	300	0.1108	1,500	0.5541	
9	Trimming Parts, Dashboard, Instrument Panel, Windshield, Wire harness and other Accessories	8708	Set	3,990.50					40	0.1596	100	0.3991	200	0.7981	300	1.1972	1,500	5.9858	
10	Door Group (Front and Rear) Without Accessories	8708	Set	424.20					40	0.0170	100	0.0424	200	0.0848	300	0.1273	1,500	0.6363	
						0.1145		0.5727		0.6157		1.5392		3.0784		4.5031		22.5153	

GOLD AYA MOTORS INTERNATION GROUP CO., LTD.
AUTOMOBILE ASSEMBLY PLANT
RAW MATERIAL REQUIREMENT LIST (TO BE IMPORTED)

A6 Model

Schedule-2

NO	LIST OF ITEM SKD-2	HS CODE (WITH FOUR DIGIT)	UNIT	UNIT PRICE (USD)	LOCAL-Yr4		LOCAL-Yr5-10		IMPORT ANNUAL NEEDS Year 1		Year 2		Year 3		Year 4		Year 5-10		OTHER
					QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	
1	Enginine Assembly, Transmission & Clutch System	8407	Set	3,795.60					80	0.3036	200	0.7591	400	1.5182	600	2.2774	3,000	11.3868	
2	Welded/Painted Body with including Chassis Group (Without installation of Conbination Meters, Interior Trimming Parts, Lamps, Wind Shield and Wire harness)	8707	Set	2,053.20					80	0.1643	200	0.4106	400	0.8213	600	1.2319	3,000	6.1596	
3	Front Axles/ Front Independent Suspension/Rear Axles	8708	Set	443.30					80	0.0355	200	0.0887	400	0.1773	600	0.2660	3,000	1.3299	
4	Suspension Component	8708	Set	367.60					80	0.0294	200	0.0735	400	0.1470	600	0.2206	3,000	1.1028	
5	Steering Wheel and Related Parts	8708	Set	124.50					80	0.0100	200	0.0249	400	0.0498	600	0.0747	3,000	0.3735	
6	Exhaust System	8708	Set	106.10					80	0.0085	200	0.0212	400	0.0424	600	0.0637	3,000	0.3183	
7	Wheel and Tyres	4011	Set	421.90	600	0.2531	3000	1.2657	80	0.0338	200	0.0844	400	0.1688	-	-	-	-	
8	Seat Assembly	9401	Set	408.30					80	0.0327	200	0.0817	400	0.1633	600	0.2450	3,000	1.2249	
9	Trimming Parts, Dashboard, Instrument Panel, Windshield, Wire harness and other Accessories	8708	Set	4,410.60					80	0.3528	200	0.8821	400	1.7642	600	2.6464	3,000	13.2318	
10	Door Group (Front and Rear) Without Accessories	8708	Set	468.80					80	0.0375	200	0.0938	400	0.1875	600	0.2813	3,000	1.4064	
						0.2531		1.2657		1.0080		2.5200		5.0400		7.3068		36.5340	

GOLD AYA MOTORS INTERNATION GROUP CO., LTD.
AUTOMOBILE ASSEMBLY PLANT
RAW MATERIAL REQUIREMENT LIST (TO BE IMPORTED)

M 60 Model Schedule-2

NO	LIST OF ITEM SKD-2	HS CODE (WITH FOUR DIGIT)	UNIT	UNIT PRICE (USD)	LOCAL-Yr4		LOCAL-Yr5-10		IMPORT ANNUAL NEEDS Year 1		Year 2		Year 3		Year 4		Year 5-10		OTHER
					QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	
1	Enginine Assembly, Transmission & Clutch System	8407	Set	3,795.60					160	0.6073	400	1.5182	800	3.0365	1,200	4.5547	6,000	22.7736	
2	Welded/Painted Body with including Chassis Group (Without installation of Conbination Meters,	8707	Set	2,053.20					160	0.3285	400	0.8213	800	1.6426	1,200	2.4638	6,000	12.3192	
3	Front Axles/ Front Independent Suspension/Rear Axles	8708	Set	443.30					160	0.0709	400	0.1773	800	0.3546	1,200	0.5320	6,000	2.6598	
4	Suspension Component	8708	Set	367.60					160	0.0588	400	0.1470	800	0.2941	1,200	0.4411	6,000	2.2056	
5	Steering Wheel and Related Parts	8708	Set	124.50					160	0.0199	400	0.0498	800	0.0996	1,200	0.1494	6,000	0.7470	
6	Exhaust System	8708	Set	124.49					160	0.0199	400	0.0498	800	0.0996	1,200	0.1494	6,000	0.7469	
7	Wheel and Tyres	4011	Set	421.90	1200	0.5063	6000	2.5314	160	0.0675	400	0.1688	800	0.3375	-	-	-	-	
8	Seat Assembly	9401	Set	408.30					160	0.0653	400	0.1633	800	0.3266	1,200	0.4900	6,000	2.4498	
9	Trimming Parts, Dashboard, Instrument Panel, Windshield, Wire harness and other Accessories	8708	Set	4,410.60					160	0.7057	400	1.7642	800	3.5285	1,200	5.2927	6,000	26.4636	
10	Door Group (Front and Rear) Without Accessories	8708	Set	468.80					160	0.0750	400	0.1875	800	0.3750	1,200	0.5626	6,000	2.8128	
						0.5063		2.5314		2.0189		5.0473		10.0946		14.6357		73.1783	

GOLD AYA MOTORS INTERNATION GROUP CO., LTD.
AUTOMOBILE ASSEMBLY PLANT
RAW MATERIAL REQUIREMENT LIST (TO BE IMPORTED)

M 20 S Model Schedule-2

NO	LIST OF ITEM SKD-2	HS CODE (WITH FOUR DIGIT)	UNIT	UNIT PRICE (USD)	LOCAL-Yr4		LOCAL-Yr5-10		IMPORT										OTHER
									ANNUAL NEEDS										
									Year 1		Year 2		Year 3		Year 4		Year 5-10		
					QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	
1	Enginine Assembly, Transmission & Clutch System	8407	Set	1958					200	0.3916	500	0.979	1000	1.958	1500	2.937	4500	8.811	
2	Welded/Painted Body with including Chassis Group (Without installation of Conbination Meters, Interior Trimming Parts, Lamps, Wind Shield and Wire harness)	8707	Set	1059.2					200	0.21184	500	0.5296	1000	1.0592	1500	1.5888	4500	4.7664	
3	Front Axles/ Front Independent Suspension/Rear Axles	8708	Set	228.7					200	0.04574	500	0.11435	1000	0.2287	1500	0.34305	4500	1.02915	
4	Suspension Component	8708	Set	189.7					200	0.03794	500	0.09485	1000	0.1897	1500	0.28455	4500	0.85365	
5	Steering Wheel and Related Parts	8708	Set	64.2					200	0.01284	500	0.0321	1000	0.0642	1500	0.0963	4500	0.2889	
6	Exhaust System	8708	Set	54.7					200	0.01094	500	0.02735	1000	0.0547	1500	0.08205	4500	0.24615	
7	Wheel and Tyres	4011	Set	217.7	1500	0.32655	4500	0.97965	200	0.04354	500	0.10885	1000	0.2177	0	0	0	0	
8	Seat Assembly	9401	Set	210.6					200	0.04212	500	0.1053	1000	0.2106	1500	0.3159	4500	0.9477	
9	Trimming Parts, Dashboard, Instrument Panel, Windshield, Wire harness and other Accessories	8708	Set	2275.3					200	0.45506	500	1.13765	1000	2.2753	1500	3.41295	4500	10.2389	
10	Door Group (Front and Rear) Without Accessories	8708	Set	241.9					200	0.04838	500	0.12095	1000	0.2419	1500	0.36285	4500	1.08855	
	Total -					0.3266		0.9797		1.3000		3.2500		6.5000		9.4235		28.2704	

GOLD AYA MOTORS INTERNATION GROUP CO., LTD.
AUTOMOBILE ASSEMBLY PLANT
RAW MATERIAL REQUIREMENT LIST (TO BE IMPORTED)

Q 7 Model

Schedule-2

NO	LIST OF ITEM SKD-2	HS CODE (WITH FOUR DIGIT)	UNIT	UNIT PRICE (USD)	LOCAL		LOCAL		IMPORT ANNUAL NEEDS Year 1		Year 2		Year 3		Year 4		Year 5-10		OTHER
					QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	
1	Enginine Assembly, Transmission & Clutch System	8407	Set	4,217.30					0	-	400	1.69	800	3.37	1,000	4.22	3,000	12.65	
2	Welded/Painted Body with including Chassis Group (Without installation of Conbination Meters, Interior Trimming Parts, Lamps, Wind Shield and Wire harness)	8707	Set	2,281.30					0	-	400	0.91	800	1.83	1,000	2.28	3,000	6.84	
3	Front Axles/ Front Independent Suspension/Rear Axles	8708	Set	492.60					0	-	400	0.20	800	0.39	1,000	0.49	3,000	1.48	
4	Suspension Component	8708	Set	408.50					0	-	400	0.16	800	0.33	1,000	0.41	3,000	1.23	
5	Steering Wheel and Related Parts	8708	Set	138.30					0	-	400	0.06	800	0.11	1,000	0.14	3,000	0.41	
6	Exhaust System	8708	Set	117.90					0	-	400	0.05	800	0.09	1,000	0.12	3,000	0.35	
7	Wheel and Tyres	4011	Set	468.80	1000	0.4688	3000	1.4064	0	-	400	0.19	800	0.38	-	-	-	-	
8	Seat Assembly	9401	Set	453.70					0	-	400	0.18	800	0.36	1,000	0.45	3,000	1.36	
9	Trimming Parts, Dashboard, Instrument Panel, Windshield, Wire harness and other Accessories	8708	Set	4,900.60					0	-	400	1.96	800	3.92	1,000	4.90	3,000	14.70	
10	Door Group (Front and Rear) Without Accessories	8708	Set	520.90					0	-	400	0.21	800	0.42	1,000	0.52	3,000	1.56	
	Total -					0.4688		1.4064	0	0		5.59996		11.19992		13.5311		40.5933	

GOLD AYA MOTORS INTERNATION GROUP CO., LTD.
AUTOMOBILE ASSEMBLY PLANT
RAW MATERIAL REQUIREMENT LIST (TO BE IMPORTED)

K 9 Model Schedule-2

NO	LIST OF ITEM SKD-2	HS CODE (WITH FOUR DIGIT)	UNIT	UNIT PRICE (USD)	LOCAL-Yr4		LOCAL-Yr5-10		IMPORT										OTHER
									ANNUAL NEEDS										
									Year 1		Year 2		Year 3		Year 4		Year 5-10		
					QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	QTY	TOTAL VALUE (USD)	
	K 9 Model																		
1	Enginine Assembly, Transmission & Clutch System	8407	Set	5,572.90					40	0.2229	100	0.5573	200	1.1146	300	1.6719	1,500	8.3594	
2	Welded/Painted Body with including Chassis Group (Without installation of Conbination Meters, Interior Trimming Parts, Lamps, Wind Shield and Wire harness)	8707	Set	3,014.60					40	0.1206	100	0.3015	200	0.6029	300	0.9044	1,500	4.5219	
3	Front Axles/ Front Independent Suspension/Rear Axles	8708	Set	650.90					40	0.0260	100	0.0651	200	0.1302	300	0.1953	1,500	0.9764	
4	Suspension Component	8708	Set	539.80					40	0.0216	100	0.0540	200	0.1080	300	0.1619	1,500	0.8097	
5	Steering Wheel and Related	8708	Set	182.80					40	0.0073	100	0.0183	200	0.0366	300	0.0548	1,500	0.2742	
6	Exhaust System	8708	Set	155.80					40	0.0062	100	0.0156	200	0.0312	300	0.0467	1,500	0.2337	
7	Wheel and Tyres	4011	Set	619.50	300	0.1859	1500	0.9293	40	0.0248	100	0.0620	200	0.1239	-	-	-	-	
8	Seat Assembly	9401	Set	599.50					40	0.0240	100	0.0600	200	0.1199	300	0.1799	1,500	0.8993	
9	Trimming Parts, Dashboard, Instrument Panel, Windshield, Wire harness and other Accessories	8708	Set	6,475.80					40	0.2590	100	0.6476	200	1.2952	300	1.9427	1,500	9.7137	
10	Door Group (Front and Rear) Without Accessories	8708	Set	688.40					40	0.0275	100	0.0688	200	0.1377	300	0.2065	1,500	1.0326	
						0.1859		0.9293		0.7400		1.8500		3.7000		5.3642		26.8208	

Sample Photo of Raw Material

BAIC

3.1 SKD components pictures

No.	KD module
1	Module-based supply includes the painted body assembly
2	Interior Trimming Parts,Lamps, Wind Shield and Wire harness and other components
3	Power train system
4	Front suspension assembly
5	Rear suspension assembly

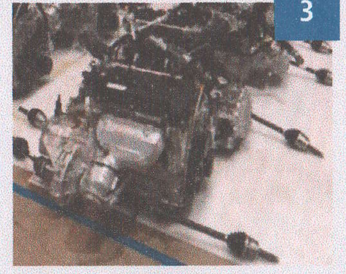
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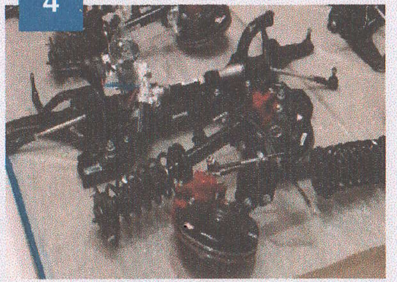
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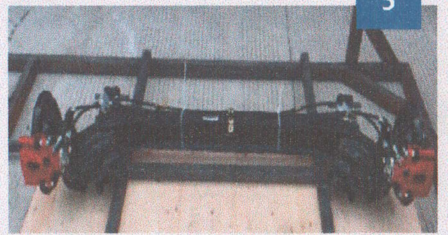
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4



5



Sample Photo of Raw Material

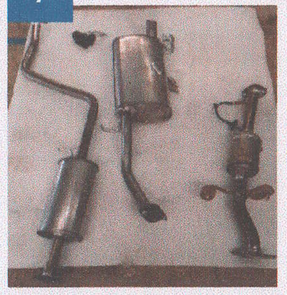
3.1 SKD components pictures

No.	KD module
6	Steering system
7	Exhaust pipe assembly
8	Seat assembly
9	Wheel assembly
10	Door assembly

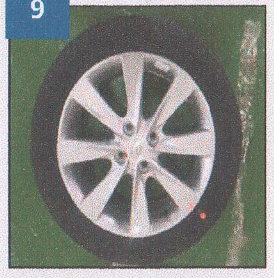
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7



9



8



10



- Standard parts: The standard parts shall be supplied in bulk with the purposes and quantity provided by the company;
- Main and auxiliary materials: The engine oil, gearbox oil, brake fluid, cooling liquid, air-conditioning liquid, bath of glass and process accessories are provided in bulk or locally purchased according to the company's technical standards and details.

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.

AUTOMOBILE ASSEMBLY PLANT

RAW MATERIAL REQUIREMENT (LOCAL PURCHASE)

Sr.No.	Particulars	Unit Price	Year -1		Year-2		Year-3		Year -4		Year 5-7	
		USD	Qty	Value USD in Mil.	Qty	Value USD in Mil.	Qty	Value USD in Mil.	Qty	Value USD in Mil.	Qty	Value USD in Mil.
	Model Q 35											
1	Wheel & Tyre Assy.	381.80							3600	1.3745	18000	6.872
2	Battery	36.80	480	0.0177	1200	0.0442	2400	0.0883	3600	0.1325	18000	0.662
	Model A6											
1	Wheel & Tyre Assy.	421.90							600	0.2531	3000	1.266
2	Battery	40.70	80	0.0033	200	0.0081	400	0.0163	600	0.0244	3000	0.122
	Model M 60											
1	Wheel & Tyre Assy.	421.90							1200	0.5063	6000	2.531
2	Battery	40.70	160	0.0065	400	0.0163	800	0.0326	1200	0.0488	6000	0.244
	Model V 8											
1	Wheel & Tyre Assy.	669.70							300	0.2009	1500	1.005
2	Battery	64.60	40	0.0026	100	0.0065	200	0.0129	300	0.0194	1500	0.097
	Model K 9											
1	Wheel & Tyre Assy.	619.50							300	0.1859	1600	0.991
2	Battery	59.80	40	0.0024	100	0.0060	200	0.0120	300	0.0179	1500	0.090
	Model Q 7											
1	Wheel & Tyre Assy.	468.80							1000	0.4688	3000	1.406
2	Battery	45.20	-		400	0.0181	800	0.0362	1000	0.0452	3000	0.136
	Model M 20S											
1	Wheel & Tyre Assy.	217.70							1500	0.3266	4500	0.980
2	Battery	21.00	200	0.0042	500	0.0105	1000	0.0210	1500	0.0315	4500	0.095
	Total -			0.0366		0.1096		0.2192		3.6358		16.497

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.

AUTOMOBILE ASSEMBLY PLANT

PRODUCTION STATEMENT

Sr.. No	Particulars	Specification	AU	Yr1	Yr2	Yr3	Yr4	Yr5 to Yr.10
	Local Sales (100%)							
1	CHANGHE Q 35 SUV	1.5L Elite Version,AT, Smart Version	**No.**	480	1,200	2,400	3,600	18,000
2	CHANGHE M 60 MPV - 1.5T Standardt	1.5T Standard	**No.**	160	400	800	1,200	6,000
3	CHANGHE A6,Sedan Car	CTV Elite Version	**No.**	80	200	400	600	3,000
4	DODA V8 - MPV	Business Type	**No.**	40	100	200	300	1,500
5	DODA K9 - Pick-up	4 x 4, Disel Version	**No.**	40	100	200	300	1,500
6	CHANGHE Q7- SUV	CTV, Luxury Version	**No.**	-	400	800	1,000	3,000
7	CHANGHE M20S MPV	5MT, Standard	**No.**	200	500	1,000	1,500	4,500
	Total Production -			1,000	2,900	5,800	8,500	37,500

GOLD AYA MOTORS INTERNATIONAL GROUP CO., LTD.

AUTOMOBILE ASSEMBLY PLANT

Sales Statement

US$ In Million

Sr. No	Particulars	Unit	Year				
			Yr1	Yr2	Yr3	Yr4	Yr5 to Yr10
	LOCALT SALES (100%)						
	(a) Quantity						
1	CHANGHE Q35 SUV	**No.**	480	1200	2400	3600	18000
2	CHANGHE M 60 MPV - 1.5T Standardt	**No.**	160	400	800	1200	6000
3	CHANGHE A6,Sedan Car	**No.**	80	200	400	600	3000
4	DODA V8 - MPV	**No.**	40	100	200	300	1500
5	DODA K9 - Pick-up	**No.**	40	100	200	300	1500
6	CHANGHE Q7- SUV	**No.**	-	400	800	1000	3000
7	CHANGHE M20S MPV	**No.**	200	500	1000	1500	4500
	Price						
1	CHANGHE Q35 SUV	**USD**	21700	21700	21700	22785	22785
2	CHANGHE M 60 MPV - 1.5T Standardt	**USD**	23990	23990	23990	25190	25190
3	CHANGHE A6,Sedan Car	**USD**	23990	23990	23990	25190	25190
4	DODA V8 - MPV	**USD**	38000	38000	38000	39900	39900
5	DODA K9 - Pick-up	**USD**	35200	35200	35200	36960	36960
6	CHANGHE Q7- SUV	**USD**	26600	26600	26600	27930	27930
7	CHANGHE M20S MPV	**USD**	12300	12300	12300	12915	12915
	Value (a x b)						
1	CHANGHE Q35 SUV	**USD/Mil**	10.42	26.04	52.08	82.03	410.13
2	CHANGHE M 60 MPV - 1.5T Standardt	**USD/Mil**	3.84	9.60	19.19	30.23	151.14
3	CHANGHE A6,Sedan Car	**USD/Mil**	1.92	4.80	9.60	15.11	75.57
4	DODA V8 - MPV	**USD/Mil**	1.52	3.80	7.60	11.97	59.85
5	DODA K9 - Pick-up	**USD/Mil**	1.41	3.52	7.04	11.09	55.44
6	CHANGHE Q7- SUV	**USD/Mil**	-	10.64	21.28	27.93	83.79
7	CHANGHE M20S MPV	**USD/Mil**	2.46	6.15	12.30	19.37	58.12
	Local Sale Total -		21.56	64.54	129.09	197.73	894.03

Material Requiement For One Unit (Norm)				
No	Particulars	HS CODE	AU	Qty
Raw Material				
1	Welded/Painted Body With Chassis Group (Combination Meters,Interior Trimming Parts,Lamps,Wind Shield and Wire harness not equiped)	8707	Set	1
2	Interior Trimming Parts,Lamps,Wind Shield and Wire harness and other	8708	Set	1
3	Power assembly,including Engine assy, Clutch assy, Gear box assy	8407	Set	1
4	Front suspension assy	8708	Set	1
5	Rear suspension assy	8708	Set	1
6	Steering System	8708	Set	1
7	Exhaust System	8708	Set	1
8	Seat system	9401	Set	1
9	Wheel and Tire system	4011	Set	1
10	Front and Rear Door system	8708	Set	1

Models	Version	Overall dimensions L×W×H (mm)	Gearbox	Displacement
CHANGHE Q35 ,SUV	1.5L Elite Version, AT, Smart Version	4286×1815×1665	4AT	1.5L
CHANGHE M60, MPV	1.5T standard	4800×1824×1718	CVT	1.5T
CHANGHE A6, Sedan car	CVT Elite Version	4620×1810×1485	CVT	1.5L
DODA V8,MPV	Business type	4900×1830×1890	5MT(AT/CVT)	2.0L(2.4L,2.0T)
DODA K9,PICK-UP	4 x 4, Diesel version	5646×1880×1824	5MT(AT/CVT)	2.0T(2.4L,2.8L)
CHANGHE Q7,SUV	CVT, luxury version	4655×1855×1720	6MT/CVT	1.5L/1.5T
CHANGHE M20S, MPV	5MT,standred	4440×1770×1780	5MT	1.5L

Model Q 35







Model A6





Model M 60

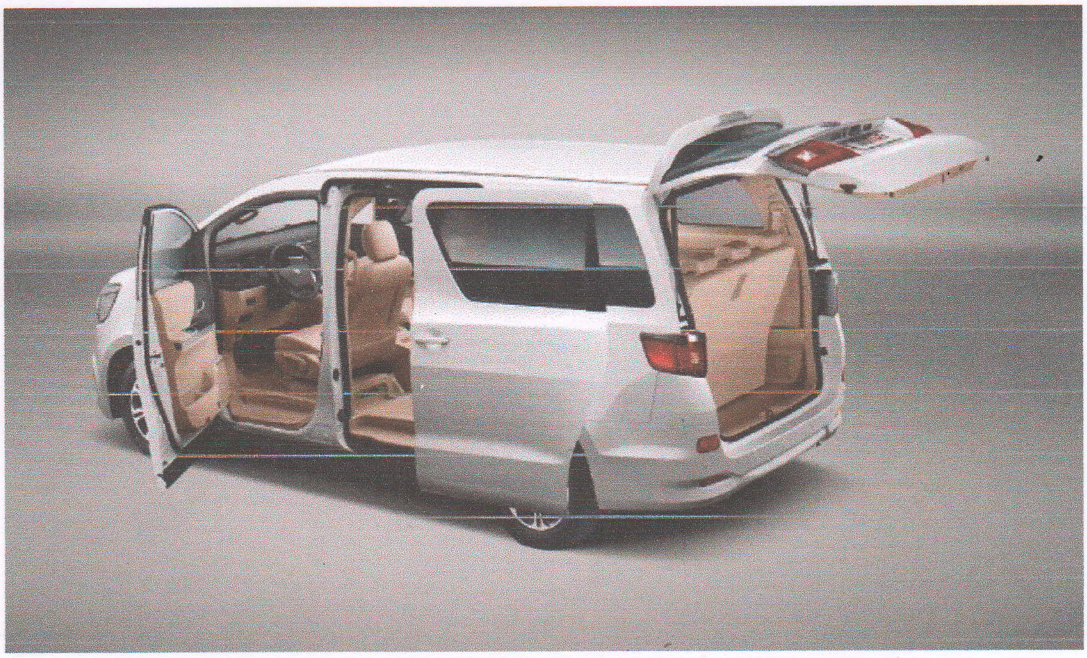






Model V 8







Model K 9

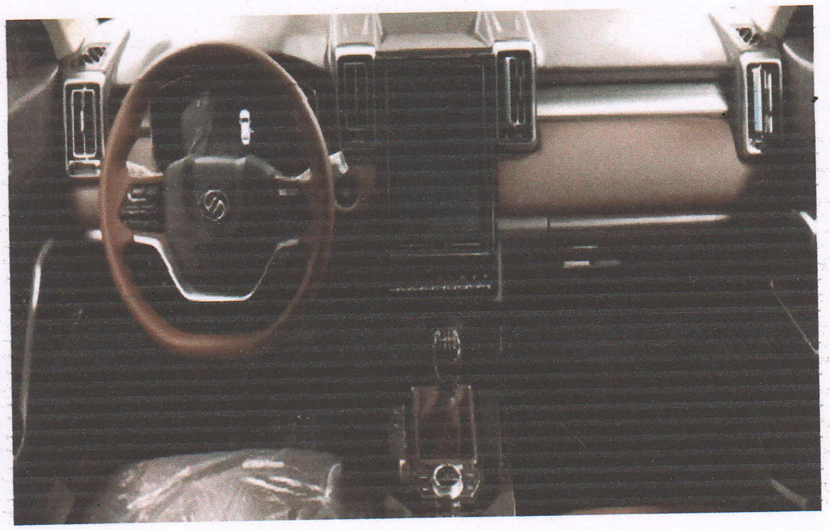






Model Q 7

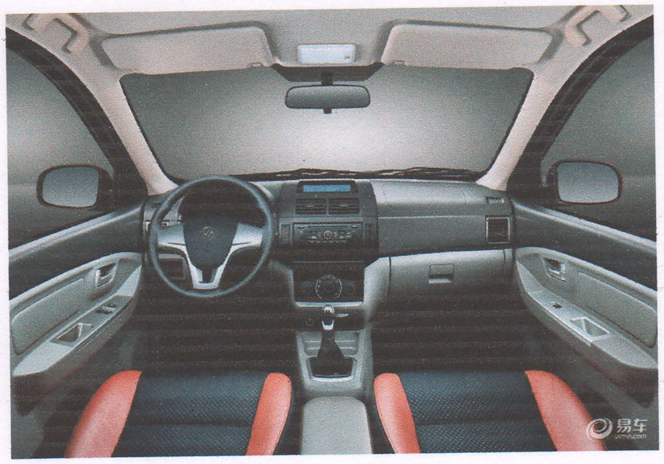






Model M 20S







TRADEMARKS LICENSE AGREEMENT

between

BAIC International Development Co., Ltd.

and

GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

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This TRADEMARKS LICENSE AGREEMENT (this "**Agreement**") is entered into as of [20th,July,2017] in [Beijing], by and between:

A **BAIC International Development Co., Ltd.**, a company duly incorporated and validly existing under the laws of the PRC, with its registered address at 3rd Floor, Building 10, Huaweili, Chaoyang District, Beijing, China ("**Party A**"); and

B GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED, a company duly incorporated and validly existing under the laws of Myanmar] with its registered address at No.(49/B-2),Corner of Thiri Mying-2 Street and Paung Se Street,(13) Ward,Hlaing Township,Yangon. ("Party B").

In this Agreement, Licensor and Party B shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

Whereas:

1 Party A is a subsidiary of Beijing Automotive Group Co., Ltd., which is one of the top five automotive groups in China, and mainly engages in overseas sales and assembly manufacture of vehicles and related components;

2 Party B is GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED , and currently engages in [Automobile production, sales, after sale service, Automobile finance];

3 The Parties have signed the *Vehicle Assembly Cooperation Agreement* on 20th ,July,2017, which specified that Party A authorized Party B to purchase the KD Parts from Party A or its designated party during the Term (as defined in *Vehicle Assembly Cooperation Agreement*), and manufacture the Vehicles through Party A's technical supports; and

4 Party B desires, and Party A agrees to authorize Party B, to use the Licensed Trademarks during the assembly, manufacture, sales and after-sales service of the Vehicles in the Territory.

THEREFORE, after friendly consultations conducted in accordance with the principles of equality and mutual benefit, the Parties hereto agree to reach this Agreement in accordance with relevant laws and terms of this Agreement.

Article 1 – Definition

Unless otherwise stipulated in this Agreement, all the terms set out in this Agreement shall have the same meaning as defined in the *Vehicle Assembly*

Cooperation Agreement.

Article 2 –License of the Trademarks

2.1 Licensed Trademarks mean the trademarks that Party A permits Party B to use in accordance with the terms and conditions of this Agreement, details of which are specified in the *List of Licensed Trademarks* as attached hereto ("**Licensed Trademarks**").

2.2 Party A covenants and Party B acknowledges that Party A owns the proprietary right of or/and the right to use the Licensed Trademarks.

2.3 During the Term and provided that Party B complies with this Agreement, Party A hereby grants, Party B hereby accepts, the non-exclusive, untransferable, non-sublicensable and revocable license to use the Licensed Trademarks in the form and way confirmed by Party A in writing within the following scope:

(a) Use the Licensed Trademarks on the Vehicles and its components which are assembled and manufactured by Party B according to the *Vehicle Assembly Cooperation Agreement* and in conformity with the quality standard of Party A;

(b) Use the Licensed Trademarks for the purpose of the sales of and providing after-sales services to the Vehicles.

2.4 Term of the license is the same as the Term set forth in the *Vehicle Assembly Cooperation Agreement.*

2.5 Territory of the license is the same as the Territory set forth in the *Vehicle Assembly Cooperation Agreement.*

2.6 Any right which is not expressly authorized to Party B in this Agreement shall be particularly reserved by and for the interests of the Party A, its successor and assignee.

Article 3 –Payment of Royalty

3.1 Under the terms of this Agreement, the amount and payment method of the royalty to be paid by Party B to Party A, shall be: [a]

(a) Party B uses the Licensed Trademarks for free during the Term of the license;

(b) the royalty is USD[ ], Party B shall pay such royalty in a lump sum to Party A within thirty (30) days upon execution of this Agreement;

(c) the royalty shall be paid at 3% total FOB price of the KD Parts actually purchased by Party B. The Parties shall confirm the amount

by the end of each year, which shall be paid by Party B to Party A's designated account no later than the end of the following January. In case the remaining Term is less than one year, the royalty shall be confirmed by the parties and paid to Party A's designated account within 10 working days upon the expiration of the Term.

3.2 If Article 3.1(a) of this Agreement (i.e. use the Licensed Trademarks for free) is applied, during the Term of the license, Party A is entitled to decide to charge the royalty for the license of the Licensed Trademarks when appropriate as necessary. The specific standard of royalty shall be negotiated and determined by the Parties.

Article 4 –Use of the Licensed Trademarks

4.1 Party B covenants that:

(a) Party B will not use the Licensed Trademarks on Vehicles and its components which have not met the quality standard of Party A;

(b) Party B and its affiliates will not apply for the registration of the Licensed Trademarks within the Territory or any other countries or regions, no matter whether they are registered independently or jointly with other characters, images, symbols, designs or their combinations. Neither shall Party B attempt to obtain the aforesaid registration through any other ways;

(c) Unless otherwise expressly provided in this Agreement, Party B and its affiliates will not obtain ownership of or right to use any trademarks similar to the Licensed Trademarks in the Territory or any other countries or regions;

(d) Party B will not apply trademarks other than the Licensed Trademarks to the Vehicles nor use them in relation to the Vehicles;

(e) Party B will not use Licensed Trademarks in combination with Party B and/or any third party's marks or insert the Licensed Trademarks into Party B's own trademarks;

(f) Party B and its affiliates will not make any changes or modifications in any way to the Licensed Trademarks, nor will they use in any other ways which are similar and likely to be misunderstood as Licensed Trademarks, or which lead to dilution of Licensed Trademarks;

(g) Party B will not use the Licensed Trademarks in any company name or trade name without the prior written approval of Party A;

(h) Party B and its affiliates will not use or display the Licensed Trademarks in the form which is likely to adversely affect Party A's goodwill

(i) Any goodwill (if any) arising from the use of the Licensed Trademarks will belong to Party A; and in order to transfer the goodwill to Party A, Party B shall sign any documents reasonably requested by Party A.

4.2 If Party B finds that Licensed Trademarks or goodwill are infringed by other parties, Party B shall give Party A immediate notice in writing of such infringement so that Party A can take proper actions timely against such infringement. Where Party A takes aforesaid actions, Party B shall proactively provide assistance and cooperation.

4.3 If Party B is sued by a third part for any infringement claims arising from or in relation to the use of the Licensed Trademarks in the Territory in accordance with the terms of this Agreement, Party B shall give Party A immediate notice in writing and provide proactive assistance and cooperation in order to take proper action together with the Party A against such infringement claims.

4.4 The obligations born by Party B under this Article 4 shall be valid during the Term of this Agreement and continue to be valid for five (5) years after the expiration or termination of this Agreement.

4.5 Party A is entitled to inspect the use of Licensed Trademarks at any time, and Party B shall provide assistance.

4.6 Party B shall apply the Licensed Trademarks on the Vehicles and its components strictly at the place and in the way as specified by Party A.

4.7 When Party B uses the Licensed Trademarks for advertisements and on publicity materials (such as brochures, newspapers and magazine advertisements, TV, radio and internet advertisements, etc.), packing materials etc., the Party B shall make such materials strictly in accordance with the pattern of the Licensed Trademarks of the Party A and provide samples to Party A for record. At the same time, Party B shall guarantee the authenticity and legitimacy of its contents and sources.

4.8 If the Party B needs to sublicense the Licensed Trademarks to other business partners (including but not limited to dealers and after-sale service providers) according to the needs of business, it shall obtain the prior consent of the Party A, and shall execute a written agreement with the business partners to ensure such business partners are in compliance with this Agreement.

Article 5 –Valid Period and Warrants

5.1 This Agreement shall come into effect upon the date on which the *Vehicle Assembly Cooperation Agreement* becomes effective and remain in effect during the Term of the *Vehicle Assembly Cooperation Agreement*, after signed by the duly authorized representatives of both Parties.

5.2 This Agreement shall remain in effect until the earliest of the following to occur:

(a) the Parties agree in writing to terminate this Agreement;

(b) When the *Vehicle Assembly Cooperation Agreement* and/or any of its attachments are terminated for any reason, this Agreement shall be terminated simultaneously;

(c) Other circumstances as provided in this Agreement.

5.3 If this Agreement is terminated for whatever reasons, Party B shall not enjoy any rights under this Agreement immediately upon the termination of this Agreement, and shall immediately terminate to use the Licensed Trademarks, unless otherwise provided in the transitional period as stipulated in the *Vehicle Assembly Cooperation Agreement.*

Article 6 –Liabilities of Breach

If Party B breaches any provision of this Agreement, Party A shall be entitled to take one or several of the following measures, and request the Party B to correct his default within the period of thirty (30) days. If Party B fails to correct his default within such thirty (30) days period, Party A is entitled to terminate this Agreement and the *Vehicle Assembly Cooperation Agreement* and its attachments unilaterally. Party A shall not undertake any loss of Party B arising thereof. However, if Party A is subjected to any loss therefrom, Party B shall indemnify Party A:

i Suspension of technical support to Party B under the *Technology License and Technical Support Agreement*;

ii Suspension of the performance of any obligation of Party A under *Vehicle Assembly Cooperation Agreement;*

iii Suspension of the use of the Licensed Trademarks by the Party B;

Party B shall pay for the damages of CNY 50,000 upon each breach. If the damage of Party A exceeds such amount, Party A can request Party B to continue to compensate for the remainder.

Article 7 –Miscellaneous

7.1 Articles of Confidentiality, Governing Law and Disputes Resolution, Force Majeure, Termination, Notice and Miscellaneous in the *Vehicle Assembly Cooperation Agreement* also apply to this agreement.

7.2 Unless otherwise provided by other articles, any attachments to this Agreement constitute an integral part of this Agreement, and have the same legal effect as this Agreement.

7.3 According to the mandatory applicable law in Territory, if the license under this Agreement accepted by the Party B shall go through the formalities of registration and filling, such formality shall be handled by Party B and the corresponding costs shall be borne by the Party B. Party A will provide assistance.

7.4 Other matters not stipulated in this Agreement shall be implemented in accordance with the *Vehicle Assembly Cooperation Agreement.*

7.5 This Agreement is written in English and Chinese. Both Chinese and English versions are with the same legal effect. In case of any discrepancy, the English version shall prevail.

7.6 This Agreement may be executed in four (4) copies with each Party keeps two (2) copies.

The Parties have caused their duly authorized representatives to sign this Agreement as of the date first set forth above.

Party A: BAIC International Development Co., Ltd.
By: ______________________________
Name:
Title:
Party B: GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

By: ______________________________
Name:
Title:

双方正式授权的代表已于文首所载之日签署本协议，以昭信守。

The Parties have caused their duly authorized representatives to sign this Agreement as of the date first set forth above.

甲方：北京汽车国际发展有限公司

Party A: BAIC International Development Co., Ltd.

By: ______________________

姓名/Name:

职务/Title:

乙方：GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

Party B:

By: ______________________

姓名/Name:

职务/Title:

Attachment I list of Licensed Trademarks

No.	Trademarks	Registration/application No.	Note
1	DODA		
2	CHANGHE		

BQGJ17129

Vehicle Assembly Cooperation Agreement

Between

BAIC International Development Co., Ltd.

and

GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

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This Vehicle Assembly Cooperation Agreement (this "**Agreement**") is executed on [20th, July, 2017] in [Beijing] by and between:

A **BAIC International Development Co., Ltd**, a corporation duly incorporated and validly existing under the laws of China, with its registered address at 3rd Floor, Building 10, Huaweili, East 3rd Ring, Chaoyang District, Beijing, China ("**Party A**"); and

B GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED, a corporation duly incorporated and validly existing under the laws of [Myanmar], with its registered address at [No.(49/B-2),Corner of Thiri Mying-2 Street and Paung Se Street,(13) Ward,Hlaing Township,Yangon.] ("**Party B**").

Party A and Party B shall be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

Whereas:

1 Party A is a subsidiary of Beijing Automotive Group Co., Ltd., which is one of the top five automotive groups in China, and mainly engages in export and assembly manufacturing of automobile and the relevant parts and components;

2 Party B is **GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED**, and mainly engages in [Automobile production, sales, after sale service, Automobile finance.].

3 The Parties intend to cooperate on the assembly and sale of vehicles and etc.

Upon friendly consultations in accordance with the principles of equality and mutual benefits, the Parties hereto agree to reach this Agreement according to relevant laws.

1 Definitions

Unless otherwise agreed or expressly provided in the context of this Agreement, all the terms set out in this Agreement shall have the meaning as follows:

1.1 "**Year**" means the Gregorian Calendar Year, beginning on January 1st and ending on December 31st of each year.

1.2 "**Working Day**" means any day other than Saturday, Sunday or public holidays announced by China and/or the country which Party B is located.

1.3 "**Assembly Plant**" means the plant as stipulated in Article 4.1 hereof, which is used for the assembly and manufacturing of the Vehicle.

1.4 "**KD Parts**" means the individual parts of the Vehicle purchased from Party A or its designee by Party B for the assembly and manufacturing of the Vehicle.

1.5 "**Local Supplier**" means the company(ies) designated or recognized in writing by Party A, which manufacture(s) the relevant parts and components of the Vehicles designated by Party A locally.

1.6 "**Localized Parts**" means the parts furnished by the Local Suppliers and as confirmed by Party A, which are used in the assembly and manufacturing of the Vehicles.

1.7 "**PRC**" or "**China**" means the People's Republic of China, for the purpose of this Agreement, excluding Taiwan, Hong Kong Special Administrative Region and Macao Special Administrative Region;

1.8 "**Vehicle**" means the vehicle products assembled and manufactured by Party B in accordance with Party A's quality requirements in the Assembly Plant by assembling the KD Parts and Localized Parts, which bear the trademark and logo designated by Party A.

1.9 "**Term**" shall have the meaning prescribed under Article 2.2.

1.10 "**Territory**" shall have the meaning prescribed under Article 2.3.

1.11 "**Authorized Models**" shall have the meaning prescribed under Article 2.4.

1.12 "**IP**" means the inventions, utility models, designs, know-how, trademarks, patterns, integrated circuit layout and etc. that are embodied in or in connection with the Vehicles owned or legally utilized by Party A in any time and any similar rights in any country.

2 Authorization

2.1 Subject to the terms and conditions of this Agreement, Party A authorizes Party B as follows:

I to purchase the KD Parts from Party A or its designee;

Ii to assemble and manufacture the Vehicles in the Territory;

Iii to sell the Vehicles in the Territory.

2.2 Under this Agreement, the term of the authorization by Party A to Party B is from [20th July, 2017] to [19th July, 2026] ("**Term**"). Upon mutual agreement, the Parties may extend the Term six months before such Term expires.

2.3 Under this Agreement, the authorized territory ("**Territory**") by Party A to Party B is: [Myanmar]. Party B can only assemble, manufacture and sell the Vehicles in the Territory.

2.4 The models with brand DODA Party A authorizes Party B to assemble and manufacture exclusively ("**Authorized Models**") includes but not limited to:

No.	Brand	Authorized Model	Remarks
1	DODA	V8	
2	DODA	K9	
3	CHANGHE	Q35	
4	CHANGHE	M20S	
5	CHANGHE	A6	
6	CHANGHE	M60	
7	CHANGHE	Q7	

2.5 The KD Parts shall be only used by Party B for the sole purpose of assembly and manufacturing of the Vehicles. Without the written consent of Party A, Party B shall in no event lease, resell any KD Part or create any mortgage, pledge or other encumbrance thereon, nor use any KD Part for any other purpose beyond the authorization of Party A or dispose any KD Part in other ways.

2.6 A list for the KD Parts sold by Party A or its designee to Party B is attached as Attachment I hereof the List of KD Parts. Party A undertakes to supply KD Parts with duly quality for the purpose of ensuring the integrity of the KD Parts.

2.7 For the purpose of this Agreement, with a separate authorization in writing by Party A, Party B shall carry out all homologation or permits regarding the import of the KD Parts, assembly and manufacturing Vehicles, and sales of the Vehicles as required by this Agreement, and bear relevant expenses.

3 Purchase of the KD Parts

3.1 Annual minimal purchase quantity of the KD Parts

I During the Term, the annual minimal procurement amount that Party B undertakes is as follows:

Year	Minimum amount	
Y1	1000	
Y2	1800	
Y3	3000	
Y4	4000	
Y5	5000	

3.2 Purchase Price and Adjustment

I. The FOB price of the KD Parts ("Purchase Price")_sold by Party A or its designee to Party B under this Agreement is denominated by US Dollars.

II. The Purchase Price may be adjusted once per year by consultation and mutual agreement of the Parties. The adjustment of price shall be subject to exchange rate fluctuation, technical alteration, market change or other factors as the Parties deem reasonable.

III. Notwithstanding the above, during the Term of this Agreement, in case the change of the exchange rate of US Dollars against RMB exceeds 2%, the Purchase Price of the Vehicles shall be adjusted in accordance with the exchange rate published by the People's Bank of China.

3.3 Order management

I. Party B shall submit the quarterly minimal procurement plan of the following year to Party A in the form required by Party A before the end of every October in accordance with the annual minimal procurement amount set forth in Article 3.1.

II. Party B shall submit the rolling procurement plan for the next three (3) months in the form required by Party A on or before the 15th day of each month in accordance with the annual minimal procurement amount set forth in Article 3.1 and the quarterly procurement plan confirmed by the Parties. The implementation rate of the "N+1" month shall be 100%; the implementation deviation rate of the "N+2" month shall not exceed 10% and the implementation deviation rate of the "N+3" month shall not exceed 20% ("N" refers to the current month).

III. Within 5 working days after the procurement plan submitted by Party B is confirmed by Party A, KD Parts Sales Contract will be executed by both Parties according to Article 3.5 hereof.

3.4 KD Parts Sales Contract

I. The purchase of KD Parts shall fully comply with the purchase process as designated by Party A or its designee, and the Parties shall enter into a KD Parts Sales Contract in reference to the form attached in Attachment II, providing the quantity and price of the KD Parts, and the delivery date, payment and other matters. In the event that the terms of the KD Parts Sales Contract conflict with the provisions of this Agreement, the KD Parts Sales Contract shall prevail.

II. When purchasing the KD Parts, Party B shall simultaneously purchase the wearing parts in proportion with the KD Parts in accordance with the breakdown of wearing parts (including standard parts) and spare parts of the Vehicles as agreed upon and determined by the Parties and specify in the KD Parts Sales Contract.

3.5 To maintain the sustained and assured manufacturing, Party B shall ensure that the KD Parts in inventory is no less than 20% of the monthly procurement plan.

4 Assembly Plant

4.1 The Assembly Plant confirmed by the Parties is:

Name: **[GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED.]**

Address: [Mandalay MYOTA INDUSTRIAL PARK]

In the event that the name or address of the Assembly Plant changes, or Party B increases the number of Assembly Plants or Party B otherwise designates other Assembly Plants, Party B shall notify Party A in writing in advance and obtain the written consent from Party A.

4.2 Party B shall ensure its legal ownership or right of use over the Assembly Plant throughout the Term.

4.3 Party A shall at its own expenses purchase the devices and equipment relating to assembly, manufacturing, inspection and testing as required for SKD version of the assembly and manufacturing of the Vehicles, and provide such devices and equipment to the Assembly Plant for production. The cost of such devices and equipment shall be paid by Party B to Party A within 5 years after signature date of equipment sales agreement between the Parties. The Parties will sign

equipment sales agreement in future for the matters stipulated in this Article 4.3.

4.4 Party B shall ensure that the Assembly Plant has the assembly and manufacturing capacity of no less than [5000] per year before [30/09/2018]. Such assembly and manufacturing capacity is subject to the assessment and recognition of Party A.

4.5 Party B shall ensure the Assembly Plant to be in full compliance with the requirements of local laws and regulations and Party A's criteria.

4.6 Upon the execution of this Agreement, both Parties shall jointly conduct the review, inspection and acceptance on the plant facility and the relevant assembly and manufacturing conditions such as personnel, manufacturing devices, materials, manufacturing technology of the assembly plant to the satisfaction of the assembly and manufacturing conditions as required by Party A, then Party B may carry out the mass assembly and manufacturing of the Vehicles. During the Term, Party B shall not make any change which may affect the quality of the Vehicles unless Party A's prior written approval.

4.7 Upon execution of this Agreement and before the formal commencement of mass assembly and manufacturing, Party B shall accept relevant technology supporting and trainings provided by Party A according to this Agreement, which are specified under the Technology License and Technical Support Agreement as attached in Attachment IV hereto.

4.8 Party B undertake to provide storage place in the Assembly Plant to store Party A's KD Parts and assembled, manufactured Vehicles which can satisfy Party A's requirement.

4.9 Party B promises that, it will establish and maintain the organization structure of the Assembly Plant in accordance with the requirement of Party A and will employ qualified personnel to engage in the relevant business involved in this Agreement, who shall include but not be limited to, general manager and principals in charge of finance, manufacture, purchase, quality etc. and other key position personnel. Party A is entitled to request Party B to replace the abovementioned personnel which not satisfy Party A's requirements and is entitled to required such personnel to attend trainings relating to the Vehicles that Party A deems necessary. Without Party A's written approval, the abovementioned personnel of Party B shall not involve or engage in manufacture, sales or services in respect of vehicles or parts of any other brands that compete with or may potentially compete with the Vehicles.

4.10 Party A is entitled to dispatch representative to Party B's Assembly Plant, to guide and supervise the whole process of assembly and manufacture. Party B shall fully cooperate with Party A's representative, and provide necessary assistance and convenient conditions for ensuring the normal work of Party A's representative.

5 Localization

5.1 During the Term, the Parties will jointly negotiate and agree upon the localization implementation plan on basis of the complete and then current localization policy of [Myanmar] provided by Party B. In case the Parties implement the localization plan, a written agreement shall be reached by the Parties separately.

5.2 Party B shall promptly inform Party A in writing upon becoming aware of any proposed or actual changes to the laws, regulations and policies which would, or would be likely to, result in affecting the localization implementing plan confirmed by the Parties, and renegotiate with Party A to determine the localization implementation plan.

6 Technology License and Technical Support

6.1 Party A authorizes Party B to use Party A's IP relating to the assembly and manufacturing of the Vehicles during the performance under this Agreement and for the purpose of this Agreement on a non-exclusive, non-transferable and non-sub-licensable basis, which are specified under the Technology License and Technical Support Agreement separately executed by both Parties in Attachment IV hereto.

6.2 For the purpose of this Agreement and during the Term, Party A will provide necessary technical support to Party B with respect to the assembly and manufacturing of the Vehicles. Meanwhile, Party B shall attend the technical training organized by Party A in the Territory or at other place subject to the requirements raised by Party A from time to time. These are specified in the Technology License and Technical Support Agreement attached in Attachment IV hereto.

7 Technology Alteration

7.1 The Parties agree that the assembly and manufacturing of the Vehicles shall be in full conformity with the engineering

design of Party A. Any alteration proposed by Party B shall be subject to Party A's written consent. In the event that Party B conduct such alteration in its sole discretion but without Party A's written consent, Party A is entitled to order a correction within the designated period; if Party B fails to correct within such designated period, Party A is entitled to unilaterally terminate this Agreement.

7.2 Party A is entitled to conduct technical alteration to design or technical parameters of the KD Parts or Authorized Models. By that time, Party A will notify Party B such alternation as well as provide all the relevant materials. Unless contrarily agreed, Party B shall alter relevant documentation immediately, and shall introduce such alteration into the assembly and manufacturing of the Vehicles, related expenses shall be borne by Party B itself.

7.3 Party A shall in any event possess the intellectual property over the technical improvement suggestions or achievements made by Party B with respect to the Vehicles and the KD Parts of Party A, and Party B shall have right to use the same for the purpose of this Agreement free of charge during the Term.

8 Quality Guarantee

8.1 Quality Management System

I. Party B must establish quality target system according to Party A's requirement and incorporating its own situation, and shall fully decompose and supervise such quality target. The quality target and its completion status shall be supervised by Party A.

II. Party B shall complete the establishment of the quality management system no later than at least two months before the mass production in accordance with the requirements of Party A and implement and maintain it during the Term of this Agreement. Such quality management system shall satisfy the requirements of applicable laws and regulations and the requirements of Party A and can only start mass production after the written confirmation by Party A.

III. ISO9000、VDA6 、ISO/TS16949。
The Assembly Plant of Party B shall obtain the certifications form quality certification authorities within 1 year after the mass production starts, including but not limited to ISO9000, VDA6, ISO/TS16949.

IV. Party B shall have special quality management auditor who satisfies the requirements of Party A and shall manage the quality management system documents and supervise the implementation process of the quality management system so as to ensure the effective operation of the quality management system.

V. To ensure the suitability, sufficiency and effectiveness of the quality management system, Party B shall regularly (at least semiannually) review the quality management system by itself and submit the review report of the quality management system to Party A. Meanwhile, Party A is entitled to review the quality management system of Party B once every year by itself or a third party. The Parties shall decide the specific time by separate negotiation.

VI. If Party B discovered any problem during the self-review, or Party B failed to pass the review by Party A or the third party designated by Party A, Party B shall rectify the non-conformance items within the period limited by Party A. If Party B failed to rectify, and the seriousness of such situation is sufficient to affect the quality of the Vehicles based on Party A's judgment, Party A is entitled to require the Assembly Plant to suspend production for rectification, and shall be entitled to cease supplying KD Parts to Party B, and even unilaterally terminate this Agreement. All the losses and legal results thereto shall be borne by Party B itself.

VII. Party B shall allow Party A to visit its production sites and to inspect, assess and review the operation status of the quality management system with prior notice and during any proper time. During the inspection period, Party B shall provide sufficient assistance and cooperation.

8.2 Quality Management Department

I. Party B shall establish an independent quality management department ("**Quality Management Department**") in accordance with the requirement of Party A. This department must be independent from the production and shall be fitted out qualified expert in accordance with Party A's requirement, of which the key position personnel shall be trained and certified by Party A, such as quality management auditor, product auditor, process auditor etc.

II. The Quality Management Department shall be granted power to give any instruction to production process and technology as well as quality of Vehicles. The principal of the Quality Management Department shall be granted the power to suspend the production for the purpose of preventing manufacturing the Vehicles which is inconsistent with Party A's quality standard. In case Party A require to implement on site measures, recall the Vehicles, or take other actions to ensure that the quality standard of the Vehicles are satisfied, the principal of the Quality Management Department is obliged to take all necessary measures in accordance with the requirements of Party A and report the implementation status to Party A.
The Quality Management Department shall issue the Vehicles related quality report according to requirement raised by Party A from time to time.

8.3 Process Quality Management

I. Party B shall set process quality management requirement, establish process control plan and reinforce the quality management on each part revolved in the assembly production according to Party A's requirement.
II. Party B shall clearly set out the requirement on each position and make the personnel on each position clearly understand the requirement on such position and the possible results due to misconduct through proper training.

8.4 Product Audit

I. For the purpose of ensuring the quality of the assembled and manufactured Vehicles and discovering the quality problems in the Vehicles timely, Party B shall establish the product audit implementation plan according to Party A's requirement, and after the consent of Party A, have the same implemented by independent quality management department.
II. The product auditors that take part in the product audit shall be qualified professionals recognized by Party A and shall attach the professional training organized by Party A when necessary.
III. The Quality Management Department shall implement the inspection according to the inspection plan determined in the implementation plan and using the inspection tools designated by Party A, and shall record

the audit result and issue the audit report. Party A shall be entitled to conduct random inspections on the Vehicles.

IV. For the defects detected during the audit, Party B shall analyze the reasons timely, take corresponding remedy measures based on reason analysis, and submit the measure scheme to Party A for record. Meanwhile, Party A may provide assistant to Party B with regard to making the reason analysis and measure scheme.

8.5 Finished Vehicle Quality Evaluation Standard

I For the purpose of ensuring the quality of the Vehicles, Party B shall establish finished vehicle quality evaluation standard. The Vehicles assembled and produced by Party B must pass Party A's ex-factory examination and acceptance by the qualified and competent quality control persons recognized by Party A according to the finished vehicle quality evaluation standard. The assembled and produced Vehicles can only leave the factory and be sold after pass the inspection. Party B shall properly keep relevant inspect record and provide to Party A for review at any time when required by Party A.

Ii in case any products are found non-compliant with the finished vehicles quality evaluation standard after the inspection ("**Defect Products**"), Party B shall analyze the reasons timely, take corresponding remedy measures based on reason analysis, and submit the measure scheme to Party A for record. Meanwhile, Party A may provide assistant to Party B with regard to making the reason analysis and measure scheme.

Iii Party B shall do well on the identification and control of Defect Products and the Defect Products shall be clearly marked and kept in the designated area (must be isolated from the qualified products). Without the prior approval of Party A, the Defect Products must not be used for sale.

Iv Party B shall carry out the protection work for the Vehicles according to the requirements of Party A and ensure that the Vehicles shall entirely keep the status as before leaving the factory during the period after leaving the factory and before formally delivered for sale.

8.6 Production Stages

I Trial production stage for the sample Vehicles

Trial production stage for the sample Vehicles means the initial stage during which Party B assembles and produces the Vehicles. The number of the sample Vehicles produced in the trial production shall be in principle not less than [3] units per Authorized Models. Party A shall provide technical support to assist Party B's relevant personnel in assembling and producing the sample Vehicles, and pass the examination and acceptation procedures in compliance with the examination and acceptance standard on the trial production stage for the sample Vehicles provided by Party A. Party B shall not proceed to the next stage of pilot production until it has passed Party A's inspection and acceptation.

I Pilot production stage

Pilot production stage means the stage after the completion of inspection and acceptance of the trial production for the sample Vehicles and before the mass production. Party B shall in principle assemble and manufacture not less than [30] units per Authorized Models during such stage. During the pilot production stage, Party A and Party B shall jointly conduct overall inspection and acceptance on the Assembly Plant's production line, equipment, facilities, technicians, production technology, testing, examination and all other aspects. The detailed inspection and acceptance standard is subject to the quality inspection and acceptance standard in the pilot production stage provided by Party A. Party B shall not proceed to the next stage of mass production until it has passed Party A's inspection and acceptance.

Ii Mass production stage

Party B may conduct mass production after the inspection and acceptance of all elements in relation to the assembly and production, and after solving all the problems existing in the trial production stage for the sample Vehicles and pilot production stage. The detailed inspection and acceptance standard is subject to the quality inspection and acceptance standard in mass production stage provided by Party A. Party B shall achieve mass production within six (6) months from the execution date of this Agreement. In case mass production is failed to be achieved within the timeline as

mentioned above, Party A is entitled to terminate this Agreement unilaterally.

8.7 Supervision of Party A

I Party A is entitled to supervise the whole process of assembling and manufacturing Vehicles in the Assembly Plant. During the Term, Party A may at any time dispatch technicians to the Assembly Plant to conduct the relevant quality inspection. Party B shall allow technicians dispatched by Party A to access Party B's business premises, and shall provide all necessary assistant.

Ii In the event that technicians dispatched by Party A find any difference between the quality and technical parameters of the Vehicles and relevant standards, and/or determine that there is any sever loophole during the Assembly Plant's production and quality management process and further affirm that the Assembly Plant cannot assure the Vehicles' quality and production consistency, the technicians dispatched by Party A may order the Assembly Plant to cease production and to conduct rectification, until the disqualification is cured. In case the rectification can not meet Party A's requirement, or Party B refuse to conduct rectification and the seriousness of such situation is sufficient to affect the quality of the Vehicles, Party A is entitled to cease supplying KD Parts to Party B, and even unilaterally terminate this Agreement. All the losses and legal consequences arising thereof shall be borne by Party B.

8.8 When Party A dispatches technicians to fulfill provisions in Article 8 hereof, Party B shall pay to Party A the expenses of technical support that is stipulated according to Article 5 of the Technology License and Technical Support Agreement attached in Attachment IV hereto.

8.9 Party B must create and keep the records of the original condition of each Vehicle's each production chain, quality inspection, performance inspection, pre-delivery inspection and finished products storage and all the other chains, which shall be kept no less than 10 years (in case longer term is required by local laws and regulations, such longer term shall apply), and hand over the same entirely to Party A when this Agreement is terminated. Party B shall assure the accuracy, validity and integrity of the records. Such records shall be made available for Party A to review anytime, and Party B shall provide copy of the records to

Party A at Party A's request.

8.10 For the purpose of performing this Agreement, Party B shall at their own cost establish a system for data storage, transmission, and communication ("Operation System") as required by Party A, and formulate a smooth information communication channel with Party A.

8.11 Party B shall conduct the investigations and analyses of the defects and unqualified status of the KD Parts as required by Party A, and assist Party A to make the corresponding improvements and verifications when required.

8.12 Party B shall make sure that all the other accessory materials besides KD Parts and Localized Parts used in the Vehicles reach the quality requirements of Party A. Party B shall make the procurement in accordance with the requirements of Party A. Supplier selected must meet the requirements of Party A. Such materials can only be used for the assembly and manufacture of the Vehicle after being inspected as prescribed by Party A. Party B shall keep relevant procurement documents for Party A to review at any time as required by Party A. Party A is entitled to make sampling inspection periodically or not. If Party A finds any inconformity with the quality requirements of Party A, Party B shall take necessary measures as required by Party A, including but not limited to changing the suppliers etc.

9 Quality Responsibility for the Vehicles

9.1 Party B shall assume the quality warranty obligation for the Vehicles according to local laws and regulations and Party A's requirements.

9.2 Party B shall bear all the obligations, losses and expenses arising from the quality problem and its hidden danger of the Vehicles caused by the production, manufacturing, transportation, storage and other causes.Before the delivery of the Vehicles to the end users, Party B or its authorized dealers shall examine the Vehicles in accordance with the pre-sales PDI examination criterion as confirmed by Party A. Party B shall assure the accuracy, validity and integrity of the records of such examination, properly keep the relevant examination records (for at least 10 years, in case longer term is required by local laws and regulations, such longer term shall apply), and transfer the same to Party A or its designee upon termination of this Agreement. Party B shall

assure the accuracy, validity and integrity of the records. Such records shall be made available for Party A to review anytime, and Party B shall provide copy of the records to Party A at Party A's request.

9.3 If the product liabilities are found attributing to Party A upon trial by competent court and all the remedy procedures as stipulated in applicable laws are exhausted, Party A shall compensate the actual loss of Party B within the scope ruled by the court. With the precondition that, Party B inform related situation to Party A promptly, and cooperate with Party A comprehensively on defense in the concerning procedures. Party A is entitled to attend related procedures at any time, as well as choose and engage legal counsels, and determine legal strategy and solution scheme.

9.4 During the term of this Agreement, Party B shall comply with Party A's rules and procedures worldwide and in the Territory regarding implementing Vehicles recall or on site measures. Party B shall implement Vehicle recall or on site measures according to Party A' s requirement and in the way determined by Party A. the undertaking of related expenses depends on which party shall be liable for the problem which causes the recall or on site measure taken under this Article.

10 Protection on Patent, Trademark, Brand and Other IP

10.1 Party A owns all the IP relevant to the KD Parts and Vehicles (for the avoidance of any doubt, the IP that Party A has right to use shall be deemed as owned by Party A).

10.2 Party B warrants not to infringe Party A's IP. In the event that Party B is aware of any infringement of Party A's IP by any third party, Party B shall immediately inform Party A in writing so that Party A may take countermeasures and protect its rights and interests promptly. Party B shall actively provide assistance according to Party A's requirement.

10.3 All the Vehicles shall only bear the trademark and logo authorized by Party A to Party B to use ("**BAIC Trademark**"). Party B shall not remove or erase the trademark, logo and brand without Party A's written consent. Party B shall neither use other trademarks on the Vehicles or KD Parts, nor use the same on relevant purpose with regard to the Vehicles or KD Parts unless Party A's prior written consent.

10.4 Refer to Attachment V Trademarks License Agreement for relevant arrangement of Party A's authorization on Party B's use of BAIC Trademark.

11 Inspection and Claims regarding KD Parts

Parties shall conduct inspection and claims of KD Parts as provided in Attachment VII Claim Agreement.

12 Sales and After-sales Service

12.1 Party B is entitled to sell the Vehicles within the Territory as provided in the Attachment VI Sales and After-sales Service Agreement separately agreed by the Parties.

12.2 Party B shall provide after-sales services to the sold Vehicles as provided in the Attachment VI Sales and After-sales Service Agreement agreed by the Parties.

13 Information Management

13.1 In order for Party A to promptly grasp the market demand and market condition within the Territory, Party B shall promptly and accurately inform Party A, on its own initiative or in accordance with the requirements of Party A, of all the important information relevant to the Vehicle and its competitive products to its knowledge, including but not limited to:

I. Assembly and Stock information of KD Parts;

II. Sales and stock information of the Vehicles;
III. Personnel changes and equipment operation in the Assembly Plant;
IV. Brand building and advertising information;
V. Financial statements, including but not limited to audited balance sheet and statement of profit and loss as well as financial information related to the assembly, manufacture and sales of the Vehicles by Party B;
VI. Laws, regulations and policies in the Territory that have been or are likely to be established, and may affect the assembly, manufacture sales, services, registration, homologation of Party B or the Vehicles;
VII. Political and economic information in the Territory, including economic perspective and local monetary market that may affect the sales and service of the Vehicles;

VIII. Technical or quality problems with the Vehicles (if any);
IX. The information on product specifications, retail price, price adjustment, sales volume, market shares and product condition of competitive products;
X. Statistical data on vehicles, parts and service thereof in the Territory; and
XI. Any other information which Party A may reasonably request.

13.2 Party B shall submit a report of the previous month ("**Monthly Report**") to Party A in the form and with the content as required by Party A before the [10th] date of each month. Such report shall at least include the information listed in Article 13.1.

13.3 Party B shall submit a report of the previous quarter ("**Quarter Report**") to Party A in the form and with the content required by Party A at the beginning of each quarter (the specific times are the periods before January 10, April 10, July 10 and October 10).

13.4 Party B shall submit a business plan of the next year ("**Annual Plan**") to Party A in the form and with the content required by Party A before October 30 of each year for Party A's confirmation.

13.5 Party B shall submit a report of the previous year ("**Annual Report**") to Party A in the form and with the content required by Party A before [January 10] of each year.

14 Representations and Warranties of the Parties

14.1 The Parties hereby acknowledge, represent and warrant that:

I it is an entity duly organized, validly existing and in good standing under the laws of its place of incorporation;
Ii it has full power and authority to enter into this Agreement and perform its obligations hereunder;
Ii the execution and delivery of this Agreement and performance of obligations hereunder will not result in violating or breach of any laws or agreements, licenses or other documents to which it is a party.

14.2 Meanwhile, Party B warrants that:

I Any of its payment made to Party A under this Agreement shall come from legitimate sources;
Ii it has obtained and will maintain all necessary governmental approvals, consents and permits during the term of

this Agreement to enable it to perform and comply with all provisions of this Agreement;

Iii there is no prohibition in the currently effective laws, regulations, rules, court precedents or policies, which are in contradiction with any stipulation of this Agreement or the rights of Party A under this Agreement.

14.3 Party B covenants that, within the term of this Agreement:

I In case Party B is aware of any prohibition as described in Article 14.2(III) within the Territory, Party B shall immediately notify Party A in writing of all the contents and possible effects of such prohibitions on this Agreement or Party A, and negotiate with Party A to solve and avoid the effects of such prohibitions.

Ii Party B purchases the KD Parts from Party A or its designee at its own risk and is responsible for its own profit and loss, and the KD Parts so purchased can only be dealt under the terms and conditions of this Agreement.

Iii Unless otherwise stipulated in this Agreement, Party B shall be responsible for any third party complain, request, claim, lawsuit investigation and penalty arising from Party B's conducts, including not limited to purchasing and using KD Parts and Localized Parts, assembling, manufacturing and selling Vehicles and providing after-sale services. Party B shall deal with such complain, request, claim, lawsuit, investigation and penalty aforesaid at its own expenses (including not limited to counsel fee, court costs, penalty payment and compensation payment etc.).

15 Non-Competition

During the term of this Agreement, Party B shall devotedly perform the assembly, manufacture, sales, after-sale service and other relevant matters of the Vehicles and recognize it as the main aspect of its business. Without the written consent of Party A, Party B may not directly or indirectly assemble, manufacture, sell or provide after-sale service to any automobiles which are competitive with the Vehicles in any manner whatsoever; may not enter into any distribution, agency or service agreement with any third party over any other products that are similar to and competitive or potentially be competitive with the Vehicles, nor may assistant any third party in the manufacture or assembly of any other products that are similar to and competitive or potentially be competitive with the Vehicles (except for the businesses conducted by Party B before entering into this Agreement).

16 Compliance with Laws

16.1 Party B, for itself and on behalf of its Affiliates, represents, warrants and covenants that:

I. Party B and its Affiliates are solely responsible for complying, have to their best knowledge complied, and will comply, with Compliance Laws and have to their best knowledge not taken, and will not take or omit to take, any action that would subject Party A or its affiliates to liability under Compliance Laws; and

II. neither Party B nor any of its Affiliates has to its or their best knowledge offered, paid, given or loaned or will offer, pay, give or loan, or promised or will promise to pay, give, or loan, or will offer, pay, give or loan or promise to pay, give or loan, directly or indirectly, money or any other thing of value to or for the benefit of any Government Official, for the purposes of corruptly (a) influencing any act or decision of that Government Official in his official capacity, (b) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (c) securing any improper advantage or (d) inducing such Government Official to use his influence with a Government Entity to affect or influence any act or decision of that Government Entity, in each instance to obtain, retain or direct business relating to this Agreement to Party B, Party A or any other affiliates of Party A.

16.2 Party B shall assist and cooperate fully with the efforts of Party A or any other Affiliates of Party A to comply with Compliance Laws.

16.3 Party A will not be obligated under this Agreement to take, or omit to take action which Party A believes in good faith would cause it to be in violation of Compliance Laws. In no event will Party A be responsible for Party B to take, or omit to take, action that Party A believes in good faith in compliance with the Compliance Laws.

16.4 If Party B or any of its Affiliates breaches any of the representations, warranties or covenants in this Article 16, each of which is deemed to be material and continuously made within the term of this Agreement, then, in addition to any other rights Party A may have under this Agreement, Party A may:

I. forfeit any unpaid amounts owing to Party B and will be entitled to require repayment of any amounts paid to

Party B, in each case, which are prohibited by Compliance Laws;

II. withhold supply of the KD Parts to Party B without liability for any claims, losses or damages related to such decision.

16.5 In addition, for purposes of this Article 16, the following terms have the meanings set forth below:

I "**Compliance Laws**" means any laws, regulations, rules, orders, decrees or other directives carrying the force of law in the Territory, in PRC or applicable to Party B on anticorruption, antitrust, anti-money laundering, criminal earnings and terrorism financing B(without considering its jurisdictional limitation), in each case as the same may be amended from time to time;

Ii "**Affiliates**" means Party B's officers, directors, employees, or agents, or any of its stockholders, principals or other person acting on its behalf or in its interest;

Iii "**Government Entity**" means a government or any department, agency or instrumentality thereof or controlled thereby, a political party or a public international organization;

Iv "**Government Official**" means any officeholder, employee or other official (including any immediate family member thereof) of a Government Entity, any person acting in an official capacity for a Government Entity or any candidate for political office.

17 Assistance

In case an accident happens to the employee of either Party at the other Party's location, the other Party shall take reasonable efforts for timely and necessary salvation, for instance, rescuing the employee, assisting to arrange the necessary medical treatment, prepaying the medical expenses in advance when necessary, assisting to handle the aftermath matters related to the accident. Under such circumstance, the Party providing assistance shall receive necessary indemnification from the other Party.

18 Liabilities of Breach

18.1 Unless otherwise agreed in this Agreement, in case Party B breaches this Agreement, and such breach haven't been rectified within one (1) month upon Party A's written notice, despite of any other rights or remedies Party A may enjoy under applicable laws, Party A is entitled to take any one or more measures below and even unilaterally terminate this Agreement, without taking any liabilities for any claim, loss or damage of Party B caused by such

measures:

Withdraw or suspend any right granted to Party B under this Agreement;

I Refuse to deliver any technical material to Party B;

Ii Suspend Party B's usage of BAIC Trademark licensed by Party A;

Iii Refuse to supply KD Parts to Party B

Iv Refuse to provide any technical support to Party B.

17.1 Unless otherwise stipulated in this Agreement, in case Party A breaches this Agreement, and such breach haven't been rectified within one (1) month upon Party B's written notice, Party B is entitled to, suspend paying any due payable amount under this Agreement without taking any liabilities for any claim, loss or damage of Party A caused by such suspending.

18 Termination

18.1 If any Party fails to perform its obligations under this Agreement, the other Party may notify such non-performance in writing and request the breaching Party to correct its default within one (1) month after receipt of such notice. If the said obligations have not been performed or completely been corrected after such thirty (30) days period aforesaid, the non-breaching Party may terminate this Agreement by a one (1) month prior written notice and the breaching Party shall bear all the relevant responsibilities.

18.2 This Agreement shall be terminated automatically on the notice date to the other Party under the following circumstances:

I. any Party enters into the procedure of bankruptcy, legal liquidation, winding up or dissolution;

II. dissolution of, confiscation or seizure of all or substantially all of the properties of any Party;

III. shutting down of any Party for a period more than consecutive 6 months or termination of the business;

IV. transfer of all or substantially all of its assets by any Party.

Upon any such circumstances, any Party who falls into the circumstances listed in this Article 19.2 shall immediately notify the other Party in writing.

18.3 In the event that Party B intends to implement any one or several of the following, or any one of the following probably occurs, Party B shall notify Party A in written immediately

with specific situation and relevant details; upon Party A's own evaluation, if such situation, at Party A's discretion, is deemed having significant adverse effects on the performance of this Agreement or material damage of Party A's interest, Party A is entitled to, by giving written notice, require Party B to take reasonable improvement or remedy measures within a specified time limit; if Party B fails to take measures to Party A's satisfaction to effectively reduce the adverse effects or damage, Party A may unilaterally terminate this Agreement by giving an one (1) month' prior written notice to Party B.

I. Party B or his major shareholders or managers has been sentenced for economic crimes;

II. Party B transfers business and/or main assets relating to this Agreement to other persons; or any third party obtains the operation right, or major assets of Party B through legal proceedings;

III. Party B changes its name or legal form, or reduces the investment amount, or merges, division, nationalizes, acquires or stops any business, or changes the ownership, management or shareholding rights;

IV. Any other significant change occurs in Party B's business or organization.

18.4 If Party B fails to achieve the minimal purchase quantity as stipulated in Article 3.1 hereof, Party A shall be in entitled to notify Party B requesting Party B to make a reasonable explanation and/or take all necessary measures to rectify it within fifteen (15) days after receiving such notice. If Party B fails to make a reasonable explanation to Party A within such period, and/or its explanation is not accepted by Party A, or fails to take remedy measures within the time limit prescribed by Party A, Party A shall be entitled to terminate this Agreement unilaterally by one(1) month prior written notice.

18.5 If any following circumstances occur, the Party who is entitled to terminate this Agreement pursuant to the following rules may unilaterally terminate this Agreement after giving written notice to the other Party without taking any liabilities to such Party. This Agreement will be terminated on the date such notice is delivered:

I. Any Party breaches any presentations or warranties expressly stated in this Agreement, the other Party is entitled to terminate this Agreement;

II. This Agreement may be terminated by Party A if Party B fails to obtain or maintain necessary business license or other permits for performing its obligations prescribed under this Agreement, or its business license or other permits is detained, withdrawn or revoked;

III. When Party B materially stops assembly or manufacturing under this Agreement (including but not limited to ceasing the procurement of any KD Parts for consecutive 3 months), Party A is entitled to terminate this Agreement;

IV. When any person or entity as Party A's competitor (directly or indirectly) acquires Party B's shares, Party A is entitled to terminate this Agreement;

V. This Agreement may be terminated by Party A if Assembly Plant fails to have the assembly and manufacturing conditions recognized by Party A within the time limit as prescribed in Article 4.3;

VI. When Party B loses the ownership or usage right of the Assembly Plant, Party A is entitled to terminate this Agreement;

VII. This Agreement may be terminated by Party A if Party B breaches the stipulations in Articles 2.5, 4, 7.1, 8, 9, 10, 12, 14, 15, 16 hereof;

VIII. This Agreement may be terminated by Party A if without written consent of Party A, Party B sells the Vehicles to areas outside Territory;

IX. This Agreement may be terminated by Party A if the Vehicles assembled by Party B have serious quality problems attributable to Party B that may severely affect the safety of end users, or the quality of the Vehicles are not in compliance with the applicable laws, or the laws, regulations or rules of the Territory and such status fails to be rectified timely and effectually;

X. This Agreement may be terminated by the Party who receives the relevant information if the information provided by one Party to the other Party has material mistakes, is in omission or misleading in any material respect, or there is any fraud during the execution and performance this Agreement;

XI. This Agreement may be terminated by Party A when the Trademarks License Agreement is terminated due to whatever reasons;

XII. other circumstances stipulated in this Agreement.

18.6 If this Agreement is terminated due to any reason, Party B shall not enjoy any right under this Agreement immediately upon such termination, and:

I Party A is not obligated to repurchase the KD Parts and the Vehicles in Party B's inventory upon termination of this Agreement and Party B may continuous to assemble or sell such Vehicles in inventory within [6 months] after termination of this Agreement due to reasons not attribute to Party B. In such circumstance, Party B's right of assembly, manufacturing, or selling is only the common rights rather than exclusive rights. Any disposal of the KD Parts in inventory by Party B shall not infringe the interests of Party A.

ii Party B will not make any claims against Party A in relation to any customer losses;

iii Party A is not obligated to indemnify Party B for any other kinds of goodwill built by Party B;

iv Party A is entitled to choose to continue to perform or unilaterally terminate all the KD Parts Sales Agreement executed or confirmed before the termination of this Agreement, which have not yet been fully performed; Party A's decision on continuing to perform such KD Parts Sales Agreement shall not imply that Party A agrees the extension or waiving the termination of this Agreement;

v Party B shall at its own costs, immediately return all the properties, and other materials or equipment which owned by Party A or its affiliates, including any copyrighted materials (as the case may be). Party B shall allow Party A and its affiliates or any parties designated by Party A to remove all the properties, and other materials or equipment which belong to Party A or its affiliates without any delay;

vi Party B shall remove from any of its facilities and discontinue using, and procure its dealers and other partners to remove from any of their facilities and discontinue using, BAIC Trademark;

vii Party B shall immediately terminate all the contracts executed with the third parties relating to this Agreement (including but not limited to dealership agreement), unless continuing to perform such contract is in line with the interests of Party A and is agreed by Party A in advance in writing;

viii The termination of this Agreement shall not affect any quality warranty of products which Party B shall undertake to the third parties;

ix Upon the termination of this Agreement, the matters relating to the after-sale service of the sold Vehicles shall be implemented in accordance with the terms of Sales and After-sales Service Agreement executed by the Parties separately;

x Party B shall remove all registrations or filings of this Agreement and related documents in any public or governmental record and must cancel any governmental licenses, permits or authorizations for importation of relevant parts, manufacture, sale or servicing of the Vehicles or transfer such licenses, permits or authorizations to Party A or, at the request of Party A, its designees. Related expenses shall be undertaken by Party B. Party B shall also grant to Party A or its designee an irrevocable power of attorney to take these actions on Party B's behalf and shall do any and all things and acts which may be deemed necessary or appropriate by Party A or its designee in such actions, including executing, or making available to Party A or its designee, as the case may be, any and all relevant documents, instruments, materials or certificates

a) Articles 19.6, 22, 23 and 24 of this Agreement shall survive the termination of this Agreement.

C

Force Majeure

Either Party shall not be held responsible for failure or delay to perform all or any part of this Agreement due to flood, fire, earthquake, drought, war or any other events which could not be predicted at the time of the execution of this Agreement and could not be controlled, avoided or overcome by the parties (including but not limited to the authorized activities (whether legal or not) in accordance with the laws or governmental orders, rules, regulations or instructions, sanction, export control, embargo, foreign exchange management or restriction, curfew, confiscation, compulsory acquisition, lockout, expropriation, nationalization) ("**Force Majeure Event**"). However, the Party affected by the Force Majeure Event shall inform the other Party of its occurrence in writing as soon as possible and sends a certificate of the Force Majeure Event issued by the relevant authority to the other Party but no later than fifteen (15) days after its occurrence. If the Force Majeure Event lasts over sixty (60) days, both Parties shall negotiate

whether this Agreement shall continue to be performed or terminate.

D Confidentiality

a) Any Party or its directors, officers, employees, advisors and agents shall keep this Agreement and all information of a confidential nature relating to this Agreement of which it becomes aware in connection with this Agreement, and all non-public financial, commercial, marketing, business or technical etc. information relating to a Party, its affiliates or suppliers or customers relating to a Party or its affiliates (collectively the "**Confidential Information**") confidential.

b) The Parties undertake not to disclose, whether in oral or writing or any other form, the Confidential Information to any third party (excluding the advisors engaged by the Parties for the purposes of this Agreement), unless required to do so pursuant to any applicable laws and regulations, any decrees of any competent court or arbitral tribunal, any requirement from any governmental authority, or pursuant to rules of any relevant stock exchange, in which case the disclosing Party shall immediately notify the other Party in writing with the disclosure requirement.

c) Each Party shall keep the Confidential Information strictly confidential and shall disclose the Confidential Information only to its directors, officers, employees and professional advisors who need to know the Confidential Information for this Agreement.

d) Neither Party shall use the Confidential Information other than for the purpose of this Agreement.

e) The confidentiality obligation shall be valid for a period of ten years upon expiry or termination of this Agreement and shall survive the expiry or termination of this Agreement.

f) If the Parties have executed a Confidentiality Agreement before the execution of this Agreement, such Confidentiality Agreement shall prevail in terms of confidentiality.

E Governing Law and Disputes Resolution

a)

The formation, validity and interpretation of this Agreement and any dispute arising out of or in connection with this Agreement including but not limited to clarification, interpretation, execution and dispute resolution hereof shall be governed by laws of the PRC.

b)

All disputes arising out of or in connection with this Agreement should be settled through friendly negotiations by the Parties. Any dispute that cannot be settled by negotiation shall be submitted for arbitration to the China International Economic and Trade Arbitration Commission in Beijing in accordance with its then effective arbitration rules at the time of the application for the arbitration. The arbitration fee shall be borne by the losing party unless otherwise awarded by the arbitration tribunal. The award of the arbitration shall be final and binding upon both Parties.

c)

During the course of the arbitration, this Agreement shall be performed except for the part under arbitration.

F

Notice

a)

Every notice to be given under this Agreement shall be in writing and either sent by personal delivery, email, facsimile, post or courier service. The address of each party for the service of notices shall be as set out in this Agreement, unless or until that address is changed by notice given under this Article 23.

b)

Notice sent by personal delivery shall be treated as being received as the date of actual receiving. Notice sent by email shall be treated as being received upon return of a receipt (other than auto-reply). Notice sent by facsimile shall be deemed to have being received on the day when a confirmation of successful transmission report is generated by the sender's facsimile machine. Notice sent by post or courier service, shall be deemed to have been received on the seven (7) Working Days after the date of dispatch.

c)

The contact information of both Parties is as follows:

To Party A:

Address:

Attention:
Telephone: [010-56630245]
Facsimile: [010-56630245]
Email: [renweiguo@baiciontl.com]

To Party B:
Address: [No.(49/B-2),Corner of Thiri Mying-2 Street and Paung Se Street,(13) Ward,Hlaing Township,Yangon.]
Attention: [Liu Lily]
Telephone: [+9595195958]
Facsimile: [+951380085]
Email: [lily559911@gmail.com]

G
Miscellaneous

a)

Attachments

Unless otherwise provided by other articles, the following attachments to this Agreement constitute an integral part of this Agreement, and have the same legal effect as this Agreement.

i. List of KD Parts;

ii. KD Parts Sales Contract (standard terms);

iii. Localization Agreement;

iv. Technology License and Technical Support Agreement;

v. Trademarks License Agreement;

vi. Sales and After-sales Service Agreement;

vii. Claim Agreement;

b)

Relationship

Party B is an independent contractor, and not an employee or agent, of Party A. This Agreement does not create a general agency relationship. Without the prior written consent of Party A, Party B may not make, undertake or accept any promises, warrants, undertakings, appointments or representations, participate the negotiation of or execute any agreements or assume or create any obligation or responsibility, including but not limited to contractual obligations and obligations based on warranties or guarantees, on behalf of or in the name of Party A.

c)

Non-assignment

Party B shall not assign in whole or in part any of its rights and obligations under this Agreement without written consent from Party A.
Party A may assign its rights and obligations in whole or in part to its affiliates after giving Party B prior written notice.

d)

Severability
The invalidity, illegality or unenforceability under applicable laws of any or more articles of this Agreement shall not affect the validity, legality and enforceability of other articles of this Agreement. In such cases, the Parties shall try their best to pass a new duly effective article in place of the void clauses to reach their original purpose.

e)

Entire Agreement
Unless otherwise stipulated by other articles or attachments or supplemental contracts of this Agreement, this Agreement and its attachments shall be the exclusive and entire agreement between the Parties and supersede all previous relevant agreements, understandings or negotiation orally or in writing between the Parties.

f)

Amendments and Supplementations
Any amendment or supplements to this Agreement shall be conducted in writing and be effective upon execution by the authorized representative of each Party.

g)

Costs

Save as otherwise provided in this Agreement, each Party should bear its own legal and other professional costs in relation to the preparation, negotiation and execution of this Agreement.

h)

Registration and formalities

Without Party A's prior consent, Party B shall not register or fill this Agreement or other relevant documents to any public or governmental record, unless required by local mandatory laws.
In case special formalities (e.g., homologation, witness, notarization etc.) applying to one Party needs to be completed for taking effective or performing of this Agreement, such formalities shall be completed by the concerning Party, and related expenses shall be undertaken by such Party.

i)

Language and Copies

This Agreement is written in English and Chinese. Both Chinese and English versions are with the same legal effect. In case of any discrepancy, the English version shall prevail. This Agreement may be executed in four (4) copies with each Party keeps two (2) copies.

j)

Effectiveness
This Agreement shall come into effect upon execution by the representatives duly authorized by the Parties.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement as of the date first set forth above.

Party A BAIC International Development Co., Ltd.

By: ______________________________
Name:
Title:
Party B GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

By: ______________________________
Name:
Title:

Attachment II KD Parts Sales Contract (standard terms) (as separately attached)

Attachment III Localization Agreement (as separately attached)

Attachment IV Technology License and Technical Support Agreement (as separately attached)

Attachment V Trademarks License Agreement (as separately attached)

Attachment VI Sales and After-sales Service Agreement (as separately attached)

Attachment VII Claim Agreement (as separately attached)

双方正式授权的代表已于文首所载之日签署本协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement as of the date first set forth above.

甲方 北京汽车国际发展有限公司

Party A BAIC International Development Co., Ltd.

By: ________________

姓名/Name:

职务/Title:

乙方 GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

Party B

By: ________________

姓名/Name:

职务/Title:

Attachment I on List of KD Parts

No.	Name	Condition description	Note
1		E ngine Assembly, Transmission & Clutch System	
2		Welded/Painted Body with including Chassis Group (Without installation of Combination Meters, Interior Trimming Parts, Lamps, Wind Shield and Wire harness	
3		Front Axles/ Front Independent Suspension/ Rear Axles	
4		Suspension Component	
5		Steering Wheel and Related Parts	
6		Exhaust System	
7		Wheel & Tyres	
8		Seat Assembly	
9		Trimming Parts Dashboard, Instrument Panel, Windshields, Wire harness and other Accessories	
10		Door Group (Front and Rear) Without Accessories	

Technology License and Technical Support Agreement

BAIC International Development Co., Ltd.

and

GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

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This Technology License and Technical Support Agreement (this "**Agreement**") is executed on [20th,July,2017] in [Beijing] by and between:

A **BAIC International Development Co., Ltd**, a corporation duly incorporated and validly existing under the laws of China, with its registered address at 3rd Floor, Peng Long Building, 10 Huawei Li, East 3rd Ring, Chaoyang District, Beijing, China ("**Party A**"); and

B **[GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED.**], a corporation duly incorporated and validly existing under the laws of [ ], with its registered address at [ ] ("**Party B**").

Party A and Party B shall be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

Whereas:

1 Party A is a subsidiary of Beijing Automotive Group Co., Ltd., which is one of the top five automotive groups in China, and mainly engages in export and assembly manufacturing of automobile and its parts and components;

2 Party B is [**GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED.**], and currently mainly engages in [Automobile production, sales, after sale service, Automobile finance];

3 The Parties have entered into the Vehicle Assembly Cooperation Agreement on [20th,July,2017] ("**Vehicle Assembly Cooperation Agreement**"), which provides that Party A authorizes Party B to purchase the KD Parts from Party A and assemble the KD Parts to manufacture the Vehicles with the technical support of Party A within the Term (as defined under the Vehicle Assembly Cooperation Agreement); and

4 In order to manufacture the Vehicle through assembling the KD Parts, Party B wishes to obtain the technology license and technical support from Party A, and Party A agrees to provide the technology license and technical support to Party B according to the terms and conditions of this Agreement.

Upon friendly consultations in accordance with the principles of equality and mutual benefits, the Parties hereto agree to reach this Agreement according to relevant laws.

1 Definitions

Unless otherwise stipulated in this Agreement, all the terms set out in this Agreement shall have the meaning as defined under the Vehicle Assembly Cooperation Agreement.

2 Technology License

2.1 Party A authorizes Party B to use Party A's IP necessary for the assembly and manufacturing of the Vehicles ("**Licensed IP**") within the Territory and during the Term set forth in the Vehicle Assembly Cooperation Agreement and for the purpose of performing the Vehicle Assembly Cooperation Agreement, on a non-exclusive, non-transferable and non-sub-licensable basis to assemble and manufacture the Vehicles.

2.2 After the execution of this Agreement, Party A will provide to Party B the technical materials set forth under Attachment I hereto which are relating to the Licensed Technology ("**Technical Materials**") according to the working plan approved by the Parties. The Technical Materials shall be provided by Party A based on its existing manufacture condition. Party B shall be responsible for the transformation and/or modification of the Technical Materials so as to assemble and/or manufacture the Vehicle within the Territory. For such purpose, Party A shall provide to Party B the relevant technical support.

2.3 Party B shall use the Technical Materials only for the purpose of assembling the KD Parts to manufacture the Vehicles according to this Agreement within its Term. Party B shall not disclose any Technical Materials to any third party without Party A's prior consent in writing.

2.4 After Party A provides the Technical Materials, Party B shall inspect within ten (10) working days after the receipt. If Party B discovered any defect of the Technical Materials, it shall immediately notify Party A in writing. The Parties shall negotiate to improve or revise the Technical Materials.

2.5 Party B undertakes that it shall use the Technical Materials provided by Party A strictly in accordance with this Agreement, and not infringe any interest of Party A in connection with the Technical Materials, and not apply for any patent registration or cause to obtain such registration by using the Technical Materials.

2.6 Party A shall provide the [English] version of the Technical Materials. If Party B needs to translate the same to any language other than that used in the Technical Materials provided by Party A, all the copyright of such translation shall be owned by Party A (or its affiliated party). Party B shall transfer to Party A (or its affiliated party) all the rights and interests related to any copyright that may be obtained in the process of translation free of any charge. All the translation shall be attached with a valid statement of copyright, in which Party A (or its affiliated party) is designated as the copyright owner.

3 Technology License Fees

3.1 As the consideration to the license of the Licensed Technology by Party A to Party B, Party B shall pay to Party A the technology license fees according to the following item 【a】:

(a) USD [10000] shall be paid for each Authorized Model. Party B shall pay in a lump sum to the account designated by Party A within thirty (30) days after the execution of this Agreement.

(b) The fees shall be paid at 3% total FOB price of the KD Parts actually purchased by Party B. The Parties shall confirm the amount by the end of each year, which shall be paid by Party B to Party A's designated account no later than the end of the following January. In case the remaining Term is less than one year, the fees shall be confirmed by the parties and paid to Party A's designated account within 10 working days upon the expiration of the Term.

3.2 All the taxes and other fees of any nature incurred or levied in the relevant Territory of the abovementioned technology license fees shall be borne by Party B.

4 Technical Support

4.1 For the purpose of the Vehicle Assembly Cooperation Agreement, during the Term of this Agreement, Party A shall provide to Party B the technical support in the aspects of factory construction, equipment installment and debugging, manufacture process, quality control, testing, trial and inspection. The relevant plan of Technical Support shall be prepared by Party A according to the actual condition of Party B and be implemented after the confirmation by the Parties.

4.2 The form of Technical Support includes but is not limited to the followings:

(a) Party A dispatches the engineers and technicians to provide instruction and training for Party B's staff in the assembly factory or other places designated by Party B.

(b) Party B dispatches the relevant staff to attend the instruction and training in the places within China as designated by Party A.

(c) Providing technical consult to Party B for the quality control, product technology, assembly and manufacturing etc. during the assembly and manufacturing process.

4.3 Party A will provide the consultation, instruction and training to the extent of its own experiences.

4.4 Party B shall provide all the necessary assistance for the entry visa and the work permit (or the travel permit) application for the Party A's engineers and technicians who are designated by Party A to provide instruction and training in the assembly factory. Meanwhile, Party B shall provide the necessary office facilities and venues, commuting transportation and communications equipment for such engineers and technicians of Party A in order to carry out the work.

4.5 The instruction and training language of Party A shall be mainly Chinese or English. Party B shall provide necessary translation.

4.6 Party B shall take the necessary measures to guarantee the safety of Party A's working staffs, and provide the personal accident insurance and health insurance for Party A's engineers and technicians.

4.7 When Party B dispatch staff to attend the instruction and training in the places within China as designated by Party A, the time, number of persons and the training content etc. shall be confirmed by the Parties in writing in advance.

4.8 Party B shall appoint special person to communicate with the technicians sent by Party A and to cooperate with the same.

5. Technical Support Fees

5.1 In the following circumstances, When Party A dispatches engineers and technicians to provide the technical support in the assembly factory of Party B or other places designated by Party B, Party B shall pay to Party A technical support fees that is calculated according to this Agreement:

(i) Before SOP of the Vehicles;

(ii) The Assembly Plant is relocated after SOP of the Vehicles;

(iii) Personnel change of the Assembly Plant result in failure of the Assembly Plant's normal production after SOP of the Vehicles.

5.2 Technical support fees include:

(a) round trip air tickets of the dispatching staffs of Party A.

(b) living subsidies, including accommodation, local traffic, communication and other relevant expenses;

(c) job subsidies (for the period from date the staffs leave China to the date the staffs arrive back to China. The working hours for each day shall not exceed 8 hours);

(d) all kinds of insurance (including but not limited to medical insurance and accident insurance) and medical bills;

(e) all taxes and other fees of any nature that are incurred or levied in the Territory.

The detailed criteria of the above (a), (b), (c) is provide in Attachment II.

5.3 During the Term of the Vehicle Assembly Cooperation Agreement, Party A is entitled to adjust the abovementioned technical support fees criteria according to the price level, exchange rate fluctuation etc., provided that, Party A shall inform Party B in writing 20 working days in advance.

5.4 All the expenses (including but not limited to international round trip air tickets, local traffic, accommodation and meals within China) of the relevant staffs dispatched by Party B to attend the instruction and training in the places within China as designated by Party A shall be borne by Party B at its own cost, and Party A shall bear relevant training expenses.

5.5 When Party A provides the technical support to Party B according to the technical support plan as confirmed by the Parties, it shall also provide to Party B the breakdown of the estimated technical support fees. Party B shall pay 70% of the estimated technical support fees to the account designated by Party A twenty (20) working days before the implementation of the technical support by Party A. The remaining will be settled based on the technical support fees actually incurred and be paid within ten (10) Working Days after the completion of the technical support.

6 Protection of Intellectual Property Rights

6.1 Party B hereby acknowledges that, Party A owns all intellectual property rights of patent, know-how, design, appearance included in the Technical Materials, technical instruction, consultation and training under this Agreement (for the purpose of this Agreement, the intellectual property which Party A is entitled to use shall be deemed as owned by Party A), and undertakes that it will not infringe, and shall use its reasonable efforts to protect all Party A's intellectual property rights. In case Party B finds that Party A's intellectual property rights have been or being infringed by other party, Party B shall give Party A immediate notice in writing of such infringement so that Party A can take proper actions against such infringement, and shall provide any necessary assistance and support to Party A.

6.2 In case any claim of infringement from a third party against Party B due to any Technical Materials, technical instruction, consultation and training under this Agreement when Party B assembles and manufactures the Vehicles in the Territory, Party B shall notify Party A immediately in writing and provide actively assistance, cooperation and take appropriate counter measures against such claim of infringement with Party A.

7 Term and Termination

7.1 This Agreement shall come into effect upon the date on which the Vehicle Assembly Cooperation Agreement becomes effective and remain in effect during the Term of the Vehicle Assembly Cooperation Agreement, after signed by the duly authorized representatives of both Parties.

(a) This Agreement shall remain in effect until the earliest of the following to occur:

(b) the Parties agree in writing to terminate this Agreement;

(c) when the Vehicle Assembly Cooperation Agreement and/ or any of its attachments are terminated for any reason whatsoever, this Agreement shall be terminated simultaneously;

(d) other circumstances as provided in this Agreement.

7.2 If this Agreement is terminated for whatever reasons, Party B shall not enjoy any right under this Agreement immediately upon such termination.

7.3 Upon termination of this Agreement, Party B shall immediately cease using any intellectual property right licensed by Party A under this Agreement and promptly return to Party A the Technical Materials provided by Party A in accordance with the Article 2 and Attachment I.

8 Responsibility for Breach

8.1 If Party B breaches any provision of this Agreement, including but not limited to delaying the payment of the technology license fees, technical support fees, Party A shall be entitled to take one or several of the following measures and require Party B to correct his default with thirty (30) days. If Party B fails to correct his default with thirty (30) days, Party A shall be entitled to unilaterally terminate this Agreement and the Vehicle Assembly Cooperation Agreement and its attachments. Party A shall not undertake any loss of Party B arising thereof. If Party A is subject to any loss therefrom, it shall be further indemnified by Party B.

(a) refusing to provide to Party B the Technical Materials;

Attachment I: List of Technical Materials

No.	Technical Materials	Note
1	SKD BOM （semi-knock down bill of material）	
2	Container Load Plan	
3	Devanning Instruction	
4	Assembly Technology Process	
5	Tool List	
6	Assembly Instruction (including standard torque value)	
7	Filler Size (brake fluid, refrigerant, power steering fluid, cooling fluid)	
8	Quality inspect Instruction	
9	Inspection Item List and Standard	
10	List of Oil, Fluid and Auxiliary Material	
11	Others (required to submit under mutual agreement)	

Attachment II: Living Subsidies Criteria

Details	Experts	Technicians
Round Trip Air Tickets	Economy Class	Economy Class
Accommodation	3 stars above	3 stars above
Meals	Factory provide	Factory provide
Local Traffic	Factory provide	Factory provide
Communication		
Others		
Job Subsidies	USD [200]/Working Day	USD [50]/Working Day

(b) suspension of provide the Technical Support under this Agreement;

(c) suspension of perform any liability of Party A under the Vehicle Assembly Cooperation Agreement;

(d) suspension of the license of the trademarks and marks of Party A to Party B;

(e) requiring Party B to compensate all the losses Party A incurred therefrom.

8.2

If Party B does not accept the technical support and the technical instruction from Party A and thereby affects the quality of the Vehicles, Party A has the right to require Party B to rectify within a time limit. If Party B fails to rectify within such time limit, Party A shall be entitled to terminate this Agreement and the Vehicle Assembly Cooperation Agreement and its attachments. Party A shall not undertake any loss of Party B arising thereof. If Party A incurred any loss therefrom, it shall be indemnified by Party B..

8.3

If Party A fails to provide the technical support in accordance with this Agreement, Party A shall pay for the losses of Party B arising therefrom.

9 Miscellaneous

9.1 The Articles regarding confidentiality, governing law and disputes resolution, force majeure and notice under the Vehicle Assembly Cooperation Agreement shall apply to this Agreement.

9.2 Unless otherwise stipulated by other articles of this Agreement, the attachments of this Agreement shall constitute an integrated part of this Agreement and be of the equal legal effect.

9.3

The matters that are not stipulated in this Agreement shall be subject to the Vehicle Assembly Cooperation Agreement.

9.4 The Agreement is written in English and Chinese. Both the Chinese and English versions are of the equal legal effect. In case of any inconsistency, the English version shall prevail.

9.5 The Agreement shall be executed in four (4) copies, which are of the equal legal effect. Each Party shall keep two (2) copies.

双方正式授权的代表已于文首所载之日签署本协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement as of the date first set forth above.

甲方：北京汽车国际发展有限公司
Party A: BAIC International Development Co., Ltd.

签字/By: ____________________

姓名/Name:

职务/Title:

乙方：GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED
Party B

签字/By: ____________________

姓名/Name:

职务/Title:

Sales and After-sales Service Agreement

By and between

BAIC International Development Co., Ltd.

and

GOLD AYA MOTORS INTERNATIONAL GROUP

COMPANY LIMITED.

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This Sales and After-sales Service Agreement (this "**Agreement**") is entered into on [20th, July,2017], ("**Execution Date**") in [Beijing], by and between:

A **BAIC International Development Co., Ltd.**, a company duly incorporated and validly existing under the laws of China, with its registered address at 3rd Floor, Penglong Building, 10 Huaweili, Chaoyang District, Bejing, China ("**Party A**"); and

B GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED. 【No.(49/B-2),Corner of Thiri Mying-2 Street and Paung Se Street,(13) Ward,Hlaing Township,Yangon.】

GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED, a corporation duly incorporated and validly existing under the laws of [Myanmar], with its registered address at [No.(49/B-2),Corner of Thiri Mying-2 Street and Paung Se Street,(13) Ward,Hlaing Township,Yangon.] ("**Party B**").

Party A and Party B shall be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

Whereas:

1 Party A is a subsidiary of BAIC Group Co., Ltd., which is one of the top five automotive groups in China, and mainly engages in export and assembly manufacturing of automobile and its parts and components;

2 Party B is GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED , mainly engaged in [Automobile production, sales, after sale service, Automobile finance];

3 The Parties have entered into the Vehicle Assembly Cooperation Agreement on [20th,July,2017], which specified that Party A authorizes Party B to purchase the KD Parts from Party A or its designee, and assembly manufacturing the Vehicles in Territory, and sell them within the Term (as defined under the Vehicle Assembly Cooperation Agreement).

Upon friendly consultations in accordance with the principles of equality and mutual benefits, the Parties hereto agree to reach this Agreement according to relevant laws.

第1条 Definitions

Unless otherwise agreed or expressly provided in the context of this Agreement, all the terms set out in this Agreement shall have the meaning as defined under the Vehicle Assembly Cooperation Agreement.

第2条 Appointment

2.1 Party A authorizes Party B to sell the Vehicles in the Territory during the Term as agreed in Vehicle Assembly Cooperation Agreement.

2.2 Party B shall refrain from selling the Vehicles outside of the Territory, and shall refuse to make any sale of Vehicles under circumstances in which Party B has knowledge that any of such Vehicles are intended for ultimate resale outside of the Territory.

2.3 Party B shall provide the relevant services for the Vehicles in accordance with laws and regulations in the Territory and the provisions of this Agreement, and shall ensure that all the warranty requests of end users will be solved timely.

第3条 Network Establishment

3.1 During the Term, Party B shall establish the Sales Network in accordance with the plan as follows:

year	Type of the stores	volume	Note
2018	4S	2	
2019	4S	3	
2020	4S	5	

3.2 During the Term, Party B shall establish the Service Network in accordance with the plan as follows:

year	Type of the service station	volume	Note
2018	exclusive service shop	2	
2019	exclusive service shop	3	

2020	exclusive service shop	5	

3.3 Any adjustment to the above mentioned plan shall be written agreed by Party A.

3.4 Party B shall establish different types of stores and service stations according to the stores establishment standards provided by Party A. If such establishment standards are adjusted by Party A due to the business needs, Party B should fully cooperate and make adjustments accordingly.

3.5 Party B shall submit the specific store establishment plan at least one(1) month prior to the establishment of the respective stores and service station, and such plan shall be implemented subject to the approval of Party A. Party B shall report the establishment progress to the Party A on a monthly basis, and inform Party A in writing to conduct the inspection and acceptance within ten (10) working days upon the completion of the construction of each store or service station. The stores or service station shall pass the inspection and acceptance by Party A before coming into service.

3.6 In case any changes occur to the sales and service network, Party B shall promptly inform Party A in writing.

第4条 Operational Activities

4.1 Party B shall take endeavor to comply with those requirements and standards relating to the sales, after-sales service, brand promotion of the Vehicles as may be from time to time implemented, amended or updated by Party A. Party A is entitled to formulate or amend the above requirements and standards according to the needs of the business development and inform Party B of the same by one(1) month prior written notice, which Party B shall comply with, unless such request or standard violate provisions of applicable mandatory laws or public order and good custom in the Territory.

4.2 Party B shall establish and maintain a sound organizational structure for each store, and facilitate a sufficient number of personnel well experienced in the sales and/ or service.

4.3 The Manufacturer's Suggested Retail Price ("MSRP") of Vehicles in the Territory shall be decided upon both Parties' consensus. In case Party

B makes any pricing adjustments or changes based on the MSRP agreed by the Parties, they shall be filed with Party A promptly.

4.4 Party B shall be in compliance with the warranty policies of Party A with respect to the Territory. If Party B is obliged to provide more extensive warranties according to the provisions of applicable mandatory laws, it shall inform Party A in writing promptly. If Party B recognizes that it is necessary to provide more extensive warranties in the Territory for other reasons, it shall only provide that with Party A’ s prior written consent and shall bear related expenses.

4.5 Party B shall establish the business process relating to sales and service, customer profile management process and the customer complaint settling mechanism according to requirements of Party A.

4.6 To continuously improve the customer satisfaction, Party B should implement the customer profile management, customer call back and satisfaction survey as per requirements of Party A and provide the relevant feedback to Party A, and the Distributor should formulate and implement the improvement program in order to meet Party A's requirements relating to customer satisfaction management.

4.7 To ensure the quality of the after-sales service, Party B shall, as requested by Party A, purchase special service tools, diagnostic apparatus and other instruments from Party A or its designee.

4.8 Party B shall attend the sales, service, parts, technical and business process trainings and other sessions relating to the Vehicles provided or organized by Party A or its designees from time to time in the Territory or elsewhere. For specific matters, it shall be implemented according to the Technology License and Technical Support Agreement.

4.9 Party B shall allow Party A and its authorized representatives to inspect the sales and service networks at reasonable time to ensure that Party B has complied with all its obligations under this Agreement.

第5条 Management of the Dealer

5.1 In order to ensure the sales volume and improve the service level, Party B is entitled to appoint a number of reputable and solvent persons and/or companies in the Territory as the authorized dealers to sell the Vehicles and provide services. However, Party B shall:

i. execute with the dealer a written agreement, which shall in no way contradict or be inconsistent with Vehicle Assembly Cooperation Agreement and the provisions of this Agreement, and shall automatically expire upon expiration or termination of this Agreement for any reason whatsoever;

ii. train, guide and supervise its dealers at its own costs and risks, so as to continuously improve the sale and service of the Vehicles according to Party A's requirements and standards;

iii. periodically review the performance of the dealers, and give appropriate guidance or advice concerning their business management and any other matter so as to promote the sale and service of the Vehicles in the Territory;

iv. upon Party A's written notice, according to the time and content requirement as specified in the notice, make an investigation into and report on the activities of any dealer and furnish Party A with any data or information concerning such Dealer.

5.2 In the event that Party A deems or Party B discovers that any dealer violates provisions of this Agreement, or directly or indirectly impairs the benefit of Party A or its Affiliate in any form, Party B shall initiatively or subject to Party A' s requirement notify the dealer in writing to improve within a designated time limit; in case the dealer fails to improve within the time limit, Party B shall terminate the authorization to such dealer, or choose a competent third party to replace such dealer.

5.3 Party B shall ensure that the dealers do not act in such a manner as may cause Party B to be in breach of any of its obligations under this Agreement, and undertake to be fully responsible for all activities of its dealers.

6. Brand Building and Advertising

6.1 Party B undertakes that it will actively assist Party A in the brand advertising and promotion in the Territory, and it shall not, directly or indirectly damage the brand image of BAIC in any manner.

6.2 Party B will, at its own costs, arrange adequate advertising, exhibition, brand promotion and other activities in the Territory to make the Party A's brand well-known in the market of the Territory. For such purpose, Party A shall share reasonable percent of the cost, while the final

sharing cost will be decided by party A, Party A shall provide Party B with product information, pictures, handbooks, manuals, guidance and other materials related to Vehicles.

6.3 Party B's advertising promotion, exhibition, and brand promotional activities etc., including their Internet activities, shall:

i. be in conformity with the brand representation and identity standards of Party A, as well as Party A's product requirements (including features and performance);

ii. be in conformity with the guidance, standards and processes issued by Party A and/or its Affiliates from time to time;

iii. comply with provisions of applicable laws in the Territory;

iv. submit the relevant plan and scheme to Party A for approval before their initiation, release or implementation. Notwithstanding the forgoing, Party B shall be responsible for the legality of such plan and provide the necessary information to assist Party A to get knowledge of the requirements under the relevant laws; and

v. after the activity ends, provide the related summary to Party A for record.

6.4 Party B shall neither use, nor allow its Affiliates to use, any advertising or promotional materials that may injure Party A's, any of its Affiliate's, or Vehicle's reputation or mislead the public. Party B shall immediately stop the advertising, promotional activities or other marketing activities that Party A believe, in the sole discretion of Party A, are not in conformity with any requirement or standard of Party A, damages to reputation of Party A, any of its Affiliates or the Manufacturer, or are likely to defraud or mislead the public, or violate any applicable laws.

6.5 In case Party A determines to carry out any special sales or service campaign, Party B shall fully cooperate with Party A in accordance with the notice and instructions then given by Party A to implement such campaign.

7.Period of validity and Termination

7.1 This Agreement shall come into effect upon the date on which the Vehicle Assembly Cooperation Agreement become effective and and remain in effect during the term of the Vehicle Assembly Cooperation

Agreement, after signing by the duly authorized representatives of both Parties.

7.2 This Agreement shall remain in effect until the earliest of the following to occur:

i. both Parties agree in writing to terminate this Agreement;

ii. when the Vehicle Assembly Cooperation Agreement and/or any of its attachments are terminated for any reason whatsoever, this Agreement shall be terminated simultaneously;

iii. other circumstances as stipulated in this Agreement.

7.3 If this Agreement is terminated for any reason whatsoever, Party B shall immediately stop having any right under this Agreement upon such termination. Party B shall stop and cause its dealers to stop the sales of Vehicles immediately as well as services providing to end users. However, in order to ensure the end users' interests, Party A may request Party B in writing to continue providing services for end users during a certain transition period. If a third party is authorized by Party A to provide services on the Vehicle, Party B shall transfer all the relevant data and information to Party A or its authorized third party according to Party A's request.

8. Responsibility for Breach

If Party B breaches any provision of this Agreement, Party A shall be entitled to take one or several of the measures as set out below, and require Party B to correct its default within thirty(30) days. If Party B fails to rectify its breaching within the abovementioned thirty(30) days, Party A shall be entitled to unilaterally terminate this Agreement and the Vehicle Assembly Cooperation Agreement with its Attachments, Party A shall not undertake any loss of Party B arising thereof. If any loss arising therefrom occurs to Party A, it shall be indemnified by Party B .

i. Suspend providing technical support under the Technology License and Technical Support Agreement to Party B;

ii. Suspend performing Party A's obligations under the Vehicle Assembly Cooperation Agreement;

iii. Suspend license of the trademarks of Party A to Party B;

9.Miscellaneous

9.1 The articles regarding confidentiality, governing law and disputes resolution, force majeure, termination of the Agreement, notice and miscellaneous under the Vehicle Assembly Cooperation Agreement shall apply to this Agreement.

9.2 Unless otherwise stipulated by other articles of this Agreement, the attachments of this Agreement shall constitute an integrated part of this Agreement and be of the equal legal effect.

9.3 The matters that are not stipulated in this Agreement shall be subject to the Vehicle Assembly Cooperation Agreement.

9.4 The Agreement is written in English and Chinese. Both Chinese and English versions are of the equal legal effect. In case of any inconsistency, the English version shall prevail.

9.5 The Agreement shall be executed in four (4) copies, which are of equal force. Each Party shall keep two (2) copies.

双方正式授权的代表已于文首所载之日签署本协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement as of the date first set forth above.

甲方：北京汽车国际发展有限公司

Party A: **BAIC International Development Co., Ltd**

By: ______________________________

姓名/Name:

职务/Title:

乙方：GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

Party B:

By: ______________________________

姓名/Name:

职务/Title:

Claim Agreement

BAIC International Development Co., Ltd.

and

GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

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This Claim Agreement (this "**Agreement**") is executed on [20th,July,2017] in [Beijing] by and between:

BAIC International Development Co., Ltd, a corporation duly incorporated and validly existing under the laws of China, with its registered address at 3rd Floor, Peng Long Building, 10 Huawei Li, East 3rd Ring, Chaoyang District, Beijing, China ("**Party A**"); and

[redacted]**GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED**，No.(49/B-2),Corner of Thiri Mying-2 Street and Paung Se Street,(13) Ward,Hlaing Township,Yangon.（"乙方"）。

[GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED], a corporation duly incorporated and validly existing under the laws of [Myanmar], with its registered address at [No.(49/B-2),Corner of Thiri Mying-2 Street and Paung Se Street,(13) Ward,Hlaing Township,Yangon] ("**Party B**").

Party A and Party B shall be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

Whereas:

The Parties have entered into the Vehicle Assembly Cooperation Agreement on [20th,July,2017] ("**Vehicle Assembly Cooperation Agreement**"), which provides that Party A authorizes Party B to purchase the KD Parts from Party A or its designee and assemble the KD Parts to manufacture the Vehicles within the Term (as defined under the Vehicle Assembly Cooperation Agreement); and

The Parties wish to specify the claim procedure rules with regards to the Abnormality of KD Parts according to the terms and conditions of this Agreement.

Upon friendly consultations in accordance with the principles of equality and mutual benefits, the Parties hereto agree to execute this Agreement according to relevant laws.

1. Purpose

This Agreement sets out the procedures for raising and determining claims to Abnormality in relation to KD Parts supplied by Party A according to Vehicle Assembly Cooperation Agreement.

2. Term and Definitions

2.1 Unless otherwise stipulated in this Agreement, all the terms set out in this Agreement shall have the same meaning as defined under the Vehicle Assembly Cooperation Agreement.

2.2 The following terms shall have the meanings set out below, unless the context otherwise requires:

Abnormality means, in respect of a KD Part, the occurrence of any of the following event:

(a) a Shortage (ST);

(b) a Wrong Shipment (WS);

(c) a Damaged Quality (DQ);

(d) an Assembly Quality (AQ); and

(e) a Function Quality (FQ).

Accepted Disputed Claim has the meaning given to it in Clause 7.3.1.

BOM, i.e. Bill of Materials, means an itemized part list agreed by the Parties setting out details of the components that will comprise a completed vehicle.

Packing List of KD Parts means a list prepared by Party A setting out the contents of a particular shipment of KD Parts prior to shipment.

Commercial Invoice means a document prepared by Party A setting out the contents as well as the pricing of a particular shipment of parts prior to shipment.

Packaging Unit means a vessel used for storing and transporting the KD parts, such as paper box, iron frame, etc.

Unstuffing means the process of taking out the Packaging Unit form the container.

Unpacking means the process of taking out the KD parts form the Packaging Unit.

Shortage or ***ST*** means (i) before Unstuffing, the quantity of KD Parts described in the Packing List of KD Parts is found to be less than quantity set forth in the BOM, or (ii) in the course of Unstuffing and Unpacking, the quantity of KD Parts in the container is found to be less than the quantity set forth in the Packing List of KD Parts.

Wrong Shipment or ***WS*** means the physical attributes of the parts actually received by Party B, such as colour, size, type and other such specifications, are different from the description of such attributes in the Packing List of KD Parts or BOM.

Damaged Quality or DQ means a KD Part received by Party B has defect which attribute to Party A before delivery, such as deformation, crack, surface failure, etc.

Assembly Quality or ***AQ*** means any defective KD Parts that the essential features of KD Parts meet the requirements of materials transfer but the size or physical attributes disagree with design requirement.

Function Quality or ***FQ*** means any defect of the KD Parts with good appearance discovered during the assembly or testing which can't achieve its proper function as required by its design.

Claim means either:

(a) a Replacement Claim; or

(b) a Repair Claim.

Replacement Claim means a Claim made by Party B in respect of any Abnormality for which Party B has requested that the Abnormality be rectified by way of replacement of the KD Parts affected by the Abnormality or otherwise determined by Party A as a Replacement Claim in accordance with Clause 8(a).

Repair Claim means a Claim made by Party B in respect of any Abnormality in Party B's plant for which Party B has requested that the Abnormality be rectified by way of repair of the same by Party B and compensation by Party A of Party B's labor costs for such repair by Party B in accordance with Clause 8(b).

Disputed Claim has the meaning given to it in Clause 0.

Party A's Inspector has the meaning given to it in Clause **Error! Reference source not found.**.

Inspection Record means documents and proofs (including photos) setting out details of any damage or Abnormality relating to the shipping containers or Packaging Unit or KD Parts found and recorded by Party B during Unstuffing, Unpacking and assembling.

KD Quality Claim Report or ***QCR*** means the claim application report from KD Plant to Party A after the raise of a Claim of KD Parts.

Repair Compensation has the meaning given to it in Clause 0.

Replacement Parts has the meaning given to it in Clause 0.

Packing List of Replacement Parts means a list prepared by Party A setting out the contents of a particular shipment of the Peplacement Parts prior to shipment.

Standard of Labor Time means the labor time needed for the repair of Abnormality.

Labor Rate has the meaning given to it in Clause 0.

References to a "Clause" refer to clauses of this Agreement, unless otherwise indicated.

3. Inspection and Claim on Unstuffing and Unpacking of KD Parts

3.1 Party B should complete the inspection on Unstuffing and Unpacking of the KD Parts in accordance with the following steps within [30] Days after the arrival date of KD Parts at the destination port:

(a) Upon the containers containing KD Parts' arrival at the destination port, Party B shall complete the customs clearance and transport to the Assembly Plant or other Unstuffing and Unpacking place with prior consent from Party A without any delay, and inform Party A before expected arrival time at the Unstuffing and Unpacking place. Party A will inform PartyB by written notice whether it will dispatch representative to attend the inspection within [ ] days upon receipt of Party B's notice. Without Party A's prior written consent, Party B should not unstuff or unpack the containers solely. If Party A appoint its represantative, both Parties should inspect the KD Parts together according to *KD Parts Inspection Process* provided by Party A during the Unstuffing and Unpacking of KD Parts by Party B.

(b) Whether the appearance of containers and Packaging Units of KD Parts is damaged shall be inspected at the time of Unstuffing. Any damage found in the inspection and related proofs shall be noted in the Inspection Record.

(c) During the Unpacking of KD Parts from their Packaging Units, all the KD Parts of the corresponding batch shall be checked and inspected against BOM and Packing List of KD Parts. Any finding of Shortage, Wrong Shipment or Damaged Quality and related proofs shall be noted in the Inspection Record.

(d) The Inspection Record shall be signed by Party B's representative. In case Party A's representative is appointed, both Parties' representative shall sign on the Inspection Record. Subject to procedures set out in this Clause **Error! Reference source not found.**, the Inspection Record satisfying all the

Reference source not found., the Inspection Record satisfying all the requirement of this Clause **Error! Reference source not found.** may be used as preliminary evidence for Claims by Party B against Party A

3.2 Any Claim for a Shortage, a Wrong Shipment or a Damaged Quality shall be raised by Party B within five (5) Business Days after the completion of inspection on Unstuffing and Unpacking of the KD Parts of the corresponding batch according to Clause **Error! Reference source not found.** hereof, with a KD Quality Claim Report and KD Quality Information Report to Party A, stating whether the Claim is a Replacement Claim or a Repair Claim.

3.3 Any Claim for a Shortage, a Wrong Shipment or a Damaged Quality shall be raised before the manufacturing and assembling of Vehicles using the affected KD Parts within the period set out in Clause **Error! Reference source not found.**. Party A shall not take liabilities for any Claim for a Shortage, a Wrong Shipment or a Damaged Quality raised after 30 days from the date of arrival at the distination port of related KD Parts, unless the prior written consent from Party A to extend the period has been obtained, on which Party A may withhold its absolute discretion.

3.4 According to Sales Contract of KD Parts reached by and between the Parties, any liability concerning Abnormality of KD parts or Peplacement Parts occurs after the delivery of the KD Parts which caused by international logistics or local logistics in the distination country shall not be taken by Party A, the Party who takes risks according to the Sales Contract of KD Parts shall be responsible for claiming for compensation against the insurance company.

4. Claim during Vehicle Assembly

4.1 If during the assembly of Vehicles any Claim for an Assembly Quality, or a Function Quality in relation to the KD Parts shall be raised by Party B to Party A within 3 Business Days after the problem is found with a KD Quality Information Report stating the reason of Abnormality and the type of Claim.

4.2 Party B should submit the KD Quality Claim Report summarizing the quality information of Assembly Quality and Function Quality raised to Party A in the previous month before the 10th day of every month.

4.3 Any Claim for an Assembly Quality or a Function Quality of KD Parts shall be raised within [90] Days after the arrival date of KD Parts of the corresponding batch at the destination port.

4.4 Party A shall take no liabilities for Claim on an Assembly Quality or a Function Quality which is raised after the period as stipulated in Clause **Error! Reference source not found.**, unless the prior written consent from Party A to extend the period has beend obtained, on which Party A may withhold its absolute discretion.

5. Initial Assessment by Party A's Inspector

5.1 Party A may at its absolute discretion to appoint a representative ("***Party A's Inspector***") to stationed Assembly Plant, to proceed on-site assessment and/or initial assessment on Quality Infomation Report submitted by Party B. Party B shall grant reasonable access to Party A's Inspector's check and inspection for this purpose.

5.2 During the process of assessment, the discretion of the Party A's Inspector shall be absolute and unfettered. Party A's Inspector shall complete the initial assessment within 3 Business Days from the receipt of the Quality Information Report or the Quality Claim Report from Party B.

5.3 The Party A's Inspector may determine that:

(a) the Quality Information Report is confirmed or the Quality Claim Report is accepted, in which case the Party A's Inspector shall immediately report to Party A and sign the report (QIR/QCR) submitted by Party B for confirmation, and Party A shall proceed with a reassessment of the Claim in accordance with Clause 6; or

(b) the Claim is not accepted, in which case the Party A's Inspector shall notify Party B that its Claim is not accepted; or

(c) information provided by Party B is insufficient, in which case the Party A's Inspector shall notify Party B in writing and set out the additional information to be supplemented by Party B and a reasonable deadline for providing such additional information in the written notice. Upon the receipt of the additional information from Party B, the Party A's Inspector shall proceed with a further assessment of the Claim in accordance with this Clause 5. In case Party B fails to supplement sufficient infomation within the deadline as set out by the Party A's Inspector, it shall be deemed that the Claim is raised by Party B invalidly, unless an extention is obtained from Party A or the Party A's Inspector.

5.4 Should a Party A's Inspector not be appointed by Party A under Clause 0, then the Claim will be assessed directly by Party A in accordance with Clause 6.

5.5 Any dispute in respect of the Party A's Inspector's assessment of any Claim shall be resolved in accordance with Clause 7.

6. Assessment by Party A

6.1 Upon:

(a) receipt of a Claim raised by Party B under Clause 3 or 4, while no Party A's Inspector has been appointed by Party A under Clause 0; or

(b) receipt of a report sumbitted by the Party B which has been accepted by the Party A's Inspector under Clause5.3(a).

6.2 During the assessment (or reassessment), the discretion of the Party A shall be absolute and unfettered. Party A shall complete its assessment (or reassessment) of the Claim within 5 Business Days from the receipt of the relevant KD Quality Claim Report or Quality Information Report under Clause 6.1.

6.3 In accordance with its assessment, Party A may determine that:

(a) the Claim is accepted, in which case Party A shall notify Party B that the Claim is accepted and Party B shall rectify the Abnormality in accordance with Clause 8;

(b) he Claim is not accepted, in which case Party A shall notify Party B that its Claim is not accepted; or

(c) information provided by Party B is insufficient, in which case Party A shall notify in writing Party B seting out the additional information to be supplemented by Party B and a reasonable deadline for providing such additional information. Upon the receipt of the additional information, which information shall be provided, Party A shall proceed with a further assessment of the Claim in accordance with this Clause 6. In case Party B fails to supplement sufficient infomation within the deadline as set out by Party A, it shall be deemed that the Claim is raised by Party B invalidly, unless an extention is obtained from Party A.

6.4 In the event that Party B raises a Claim of Abnormality under this agreement that the Party A's Inspector or Party A determines that it is an Abnormality caused by Party A's responsibility, if Party B subsequently raises no objection against such determination

within 5 days upon the receipt of Party A's notice, then upon the request of Party B, Party A may ship a non-defective KD Parts to Party B to replace the defective parts, and Party B shall pay Party A the price and relevant costs of the non-defective KD Parts.

6.5 If the Party A's Inspector or Party A determines that the Claim relating to one same KD Part was repeatly raised by Party B, Party A may refuse the repetitive Claim.

6.6 Any dispute in respect of Party A 's assessment of any Claim shall be resolved in accordance with Clause 7.

7. Dispute over Assessment

7.1 Should Party B wish to dispute the outcome of the assessment by the Party A's Inspector under Clause 5 or by Party A under Clause 6 (each, a "***Disputed Claim***"), Party B may within [2] Business Days of the assessment being given, make a written submission to Party A, setting out its reasons for dispute, and request that the Disputed Claim to be resolved in accordance with this Clause 7.

7.2 Within [5] Business Days after the receipt of a Disputed Claim, Party A shall bring together its relevant experts to reassess the Disputed Claim in good faith and make the final decision ("***Final Decision***").

7.3.1 Should the Final Decision results in:

(a) the Claim being accepted (each, an "***Accepted Disputed Claim***"), Party A shall proceed with rectifying the Claim in accordance with Clause 8; or

(b) the Claim being not accepted, Party A shall notify Party B that its Claim is not accepted (but no written explanation need be given).

(c) the Claim being undertaken by Party A and Party B severally, Party A shall make the decision and notify Party B of their respective proportion of liabilities.

7.4 The Parties acknowledge and agree that the Final Decision will be the final conclusion regarding a Claim and binding on each Party.

8. Repair and Replacement for Abnormality

8.1 If a Claim is accepted or partly accepted by Party A in accordance with Clause 0, 0 or 7.3(c), Party A shall rectify the Abnormality by either:

(a) replacing KD Parts in the Claim, in the case where the original Claim is a

Replacement Claim, or in the case where the original Claim is a Repair Claim, but Party A determines that the affected KD Parts is unrepairable and shall be replaced; or

(b) requiring Party B to repair the KD Parts in the Claim, in the case where the original Claim is a Repair Claim, or in the case where the Claim is a Replacement Claim, but Party A determines that the affected KD Parts is repairable with no need to be replaced.

8.2 For each Claim to be rectified by replacement of the affected KD Parts under Clause (a):

(a) Party A shall immediately prepare and pack any KD Parts that are to be replaced by Party A (the "***Replacement Parts***") and prepare a packing list of Replacement Parts. At the same time, Party B shall assist Party A to handle the formalities of customs declaration and customs clearance documents, and confirm related documents, such as signing replacement contract, confirming the HS code and port information, etc.

(b) Party A shall deliver the Replacement Parts to Party B as follows:

(i) in the case where Party A has determined the Replacement Parts are urgently needed by Party B, Party A shall deliver the Replacement Parts to Party B by air freight; or

(ii) in the case where Party A has determined the Replacement Parts are not urgently needed by Party B, Party A may deliver the Replacement Parts to Party B by sea freight. Party A may deliver the Replacement Parts together with subsquest KD Parts order or spare parts order.

The CIF (destination port) or CIP (destination airport) price of the delivery of the Peplacement Parts including parts purchasing cost, international freight, domestic customs and port charges shall be borne by Party A. All the costs upon the arrival of the Replacement Parts (such as clearance charge, port surcharge, logistics transportation charge) shall be borne by Party B. .

(c) Party A shall provide the shipping details, the packing list of the Replacement Parts and the Commercial Invoice to Party B via Email within three (3) Business Days after the Replacement Parts have departed the shipping port.

(d) Within two (2) Business Days after receipt of the Replacement Parts, Party B shall confirm that the Replacement Parts received by it are consistent with the packing list of the Replacement Parts and do not contain any Abnormality.

(e) Should Party B reasonably believes that a Shortage, a Wrong Shipment or Damaged Quality has occurred in the Replacement Parts, Party B may raise a further Claim against Party A by following the relevant procedures set out in this Agreement, within five (5) Business Days after the arrival of the Replacement Parts at the destination port/airport. If no further Claim is raised by Party B within this period, then the Parties agree that Party B shall be deemed to have fully accepted the Replacement Parts as the final rectification of its original Claim.

(f) Party B shall not raise a Claim under Clause 8(e) if the period referred to therein hasexpired.

8.3 For each Claim to be rectified by repair of the affected KD Parts under Clause 8(b):

(a) Party B shall repair the Abnormal KD Parts.

(b) Party A shall provide the repair process and the Standard of Labor Time as needed for the repair of Abnomormality to Party B.

(c) Party A shall compensate Party B for the man-hour costs of Party B according to the Labor Rate and the Standard of Labor Time. Specifically, Party A shall compensate Party B in an amount equal to the Standard of Labor Time for the relevant Part multiplied by the Labor Rate. For the avoidance of doubt, Party A's obligation to compensate Party B for the repair of a KD Part shall be limited to the Repair Compensation, and Party A shall have no obligation to compensate Party B for its actual costs incurred in repairing the relevant Part.

(d) Unless otherwise agreed in writing by Party A, the applicable man-hour rate (the "***Labor Rate***") shall be US$ ______ per hour.

(e) Following the repair of the Abnormality, Party B shall send a repair finished report to Party A within (3) Business Days for confirming the completion of the repair.

(f) Upon the receipt of the repair finished report, Party A will verify the amounts for the Claim contained therein against the Quality Claim Report. Party A will pay the Repair cost to Party B accroding to the Standard of Labor Time under

Clause 0**Error! Reference source not found.** and the Labor Rate under Clause 0**Error! Reference source not found.**.

(g) If the affected KD Parts is unrepairable and shall be replaced which is caused by Party B's misoperation in the process of repair, then Clause **Error! Reference source not found.** and Clause **Error! Reference source not found.** shall apply, and Party A has no need to pay the repair cost of relative Parts to Party B.

(h) Party A shall be entitled to update the Standard of Labor Time from time to time.

8.4 Both Parties agree that Party A may at its sole discretion to determine to use one of the following way to settle the repair cost case by case:

(a) Be offset from the contract price in the next batch of KD Parts order ; or

(b) Be paid by Party A to Party B separately.

9. Storage and Disposal of Defective Parts

9.1 Within ninty (90) days from the date that a Claim is accepted by Party A in accordance with Clause 0 or 0, Party B shall ensure that any affected KD Parts comprising a Replacement Claim or a deemed Replacement Claim under Clause 8(a) ("***Defective Parts***") are securely stored in the seperation area in the Defective Parts Warehouse.

9.2 On and from the end of the period referred to in Clause 0, Party B shall store or dispose of all Defective Parts as follows:

(a) Where the Defective Parts caused only by reason of a Wrong Shipment without any other Abnormality, Party A shall retain legal and beneficial entitlement to any such Parts and Party B shall not act in any manner inconsistent with Party A's entitlement. Party A shall, within fifteen (15) Business Days from the Parts being stored, inform Party B of how to deal with these Defective Parts; this may include for example, permitting Party B to retain such Parts for other assembly purposes or requesting Party B to return the Parts to Party A.

(b) Where the Defective Parts caused by reason of Damaged Quality, Assembly Quality or Function Quality other than a Wrong Shipment, then Party B shall dispose such Parts in accordance with Clause 0.

(c) Party B shall provide photos and list of destroyed Parts to Party A within [3] Business Days upon the the Defective Parts is destroyed. If Party B fails to

make the feedback, Party A shall be entitled to deduct Party B's Claim cost of relevant Defective Parts.

(d) If Party A requests Party B to return the Defective Parts to Party A, local expenses such as packing cost and Party B's inland freight shall be borne by Party B, while all other expenses other than the local expenses, including international freight, shall be borne by Party A.

9.3 Party B shall seek and abide by all instructions given by Party A or the Party A's Inspector before handling, storing and disposing of any Defective Parts under this Clause 9.

10. Miscellaneous

10.1 The provisions regarding Confidentiality, Governing Law and Disputes Resolution, Force Majeure, Termination, Notice and Miscellaneous under the Vehicle Assembly Cooperation Agreement shall also apply to this Agreement.

10.2 Unless otherwise stipulated by other articles of this Agreement, the attachments of this Agreement shall constitute an integrated part of this Agreement and be of the equal legal effect.

10.3 The matters that are not stipulated in this Agreement shall be subject to the Vehicle Assembly Cooperation Agreement.

10.4 The Agreement is written in English and Chinese. Both the Chinese and English versions are of the equal legal effect. In case of any inconsistency, the English version shall prevail.

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双方正式授权的代表已于文首所载之日签署本协议，**以昭信守**。

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement as of the date first set forth above.

甲方：北京汽车国际发展有限公司

Party A：BAIC International Development Co., Ltd.

签字/By: ______________________________

姓名/Name:

职务/Title:

乙方：GOLD AYA MOTORS INTERNATIONAL GROUP COMPANY LIMITED

Party B

签字/By: ______________________________

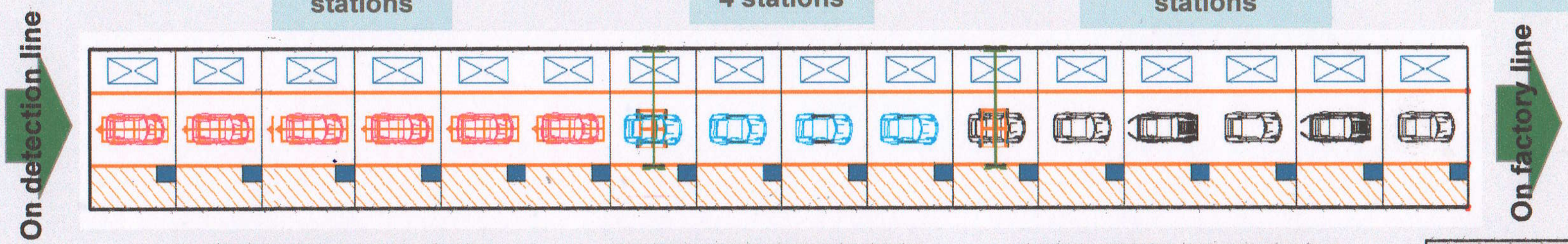
姓名/Name:

职务/Title:

BAIC Part 3 | Process planning (SKD)

3.4. Final assembly process

Interior fitting: 6 stations → **Chassis assembly: 4 stations** → **Comprehensive assembly: 6 stations** → **In-factory detection**



Interior fitting: 6 stations

1. Wire harness layout
2. Floor assembly
3. Dashboard assembly
4. Seat belt installation
5. Ceiling assembly
6. Rearview mirror installation

……

Chassis assembly: 4 stations

1. Base pipeline layout
2. Powertrain assembly
3. Front/rear suspension installation
4. Oil tank installation
5. Exhaust pipe installation
6. Tire installation

……

Comprehensive assembly: 6 stations

1. Front/rear windshield installation
2. Seat installation
3. Steering wheel installation
4. Front/rear light installation
5. Door installation
6. Bumper installation

……

In-factory detection

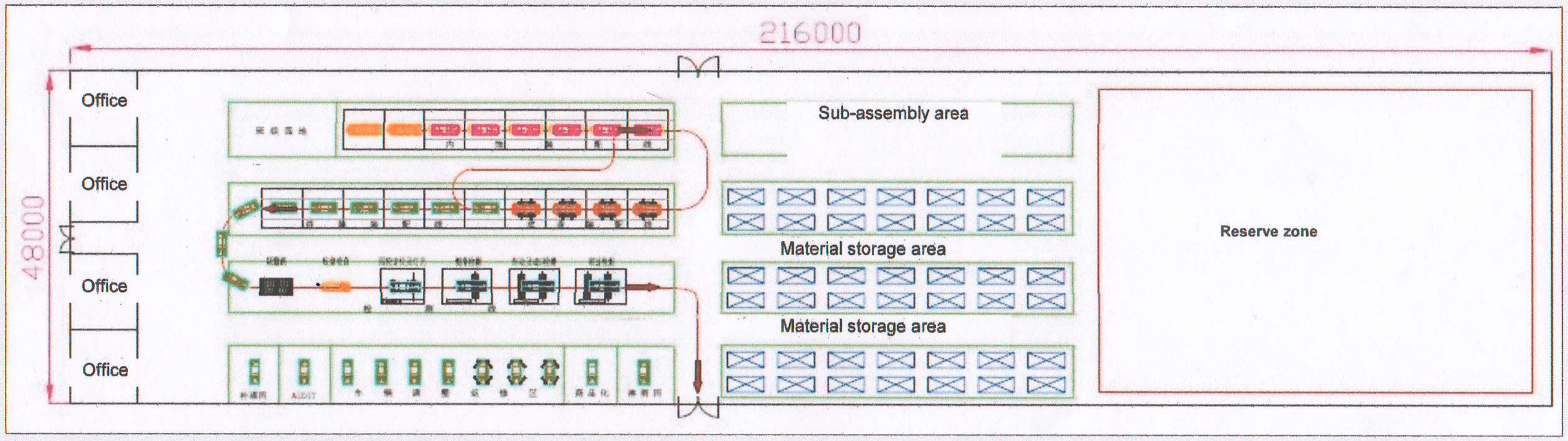
1. Four-wheel alignment
2. Light detection
3. Speed detection
4. Braking detection
5. Side slip detection
6. Desorption experiment
7. Emission detection

3.5. Process program for final assembly

Name of program	Detailed contents	Conveying equipment	Picture sample
Zone for preassembly and detection	Set up two preassembly and detection stations, manually push to the stations and mainly check the visual quality of the body before put on the detection line.	Push manually	
Interior assembly line	Set up six assembly stations and adopt the mode of track limits + manual pushing of the process trolley; Mainly complete the assembly of the body wiring harnesses, footcloth, ceiling, dashboard and interior panels, etc.	Wide strip chain	
Chassis assembly line	Set up four assembly stations and adopt the EMS mode to complete station conveyance; Mainly complete the base pipeline layout, powertrain final assembly, fuel tank fitting and wheel assembly, etc.	EMS	
Final assembly line	Set up six assembly stations and complete on-line conveyance by using unilateral narrow strip chains. Mainly complete assembling the front-end module, seats and other assemblies and complete oil filling and relevant other tasks.	Unilateral narrow strip chains	
Detection line	Provide four-wheel alignment, light detection, speed detection, brake detection, side slip detection, desorption experiment, emission detection and other detections for complete performance testing.	/	 
Showering room	Rainfall test	/	
Commercialization area	Commercialization test	/	
Repair area	It shall be competent for repairing the interiors, chassis, electric appliances and paint, etc.	/	

BAIC Part 3 | Process planning (SKD)

3.6. Process layout schematic

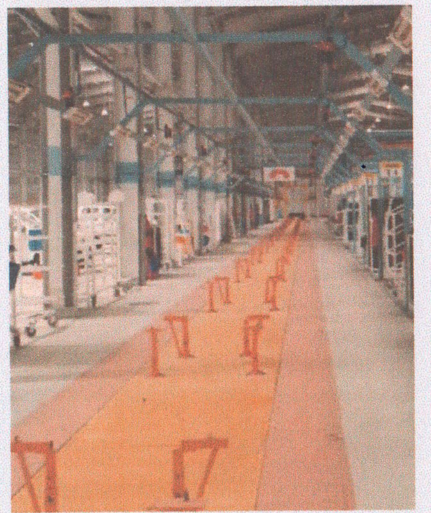


Area	Production line	Detection line/showering room/commercialization line	Adjustment and rework area	Logistics channel	KD parts warehouse	Office, quality control room, etc.	Paint repair chamber	AUDIT review room	Sub-assembly area	Total Area
Area/m²	864	384	400	2154	2150	450	80	80	350	6912

2.3 Factory main production equipment and pictures

2.3.1 Final assembly workshop

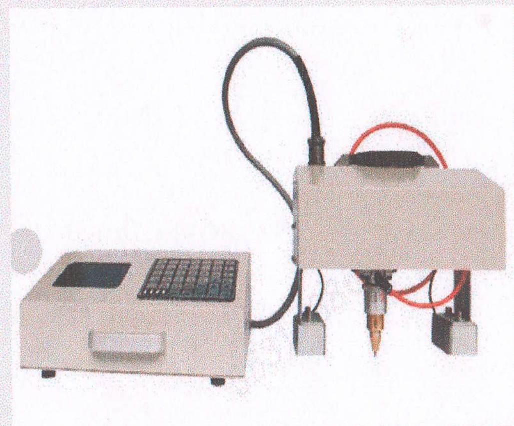
Interior components assembly line system



Conveyor of Interior components assembly line



Assemble electric hoist



VIN Marking machine



VIN No plate laser marking machine

BAIC Part 2 | Project overall planning

2.3.1 Final assembly workshop

Chassis components assemble line system



Conveyor of chassis assemble line



Front suspension assemble lifter



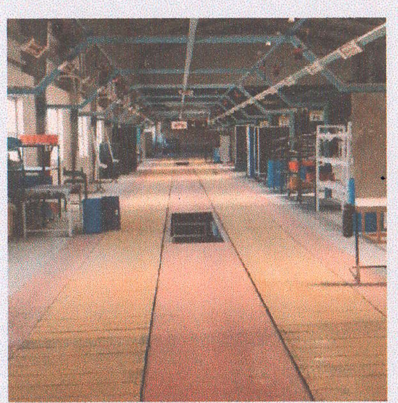
Rear suspension assemble lifter



Power train system assemble electric hoist

2.3.1 Final assembly workshop

Final assemble line system-part-1



Conveyor of final assemble line



Electrical test machine



Antifreeze liquid vacuum filling machine



Brake fluid vacuum filling machine.

BAIC Part 2 | Project overall planning

2.3.1 Final assembly workshop

Final assemble line system-part-2



Refrigerant liquid vacuum filling machine



Steering liquid vacuum filling machine

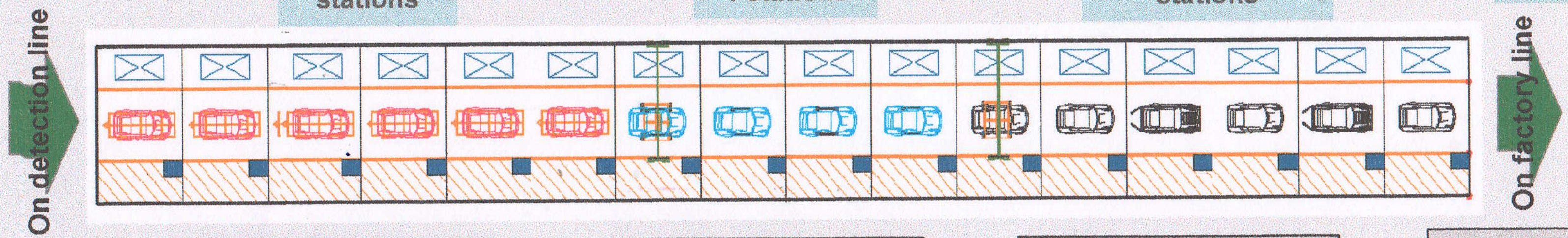


Fuel filling machine

BAIC Part 3 | Process planning (SKD)

3.4. Final assembly process

Interior fitting: 6 stations → Chassis assembly: 4 stations → Comprehensive assembly: 6 stations → In-factory detection



Interior fitting: 6 stations

1. Wire harness layout
2. Floor assembly
3. Dashboard assembly
4. Seat belt installation
5. Ceiling assembly
6. Rearview mirror installation

……

Chassis assembly: 4 stations

1. Base pipeline layout
2. Powertrain assembly
3. Front/rear suspension installation
4. Oil tank installation
5. Exhaust pipe installation
6. Tire installation

……

Comprehensive assembly: 6 stations

1. Front/rear windshield installation
2. Seat installation
3. Steering wheel installation
4. Front/rear light installation
5. Door installation
6. Bumper installation

……

In-factory detection

1. Four-wheel alignment
2. Light detection
3. Speed detection
4. Braking detection
5. Side slip detection
6. Desorption experiment
7. Emission detection

ပုံစံ (၇ - ဂ)

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

135

စာအမှတ်၊

ရက်စွဲ၊ ၂၀ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ **ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။**

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီ အောက်ပါ အချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ မြေ/ အဆောက်အအုံ၏ပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း ------------------------------

(ခ) ဧရိယာအကျယ်အဝန်း ------------------------------

(ဂ) တည်နေရာ ------------------------------

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ(မြေငှားဂရမ်သက်တမ်း) ------------------------------

(င) နှစ်ရှည်ငှားရမ်းခများကိုမတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်းရှိ-မရှိ ------------------------------

(စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ ------------------------------

(ဆ) မြေအမျိုးအစား ------------------------------

၂။ အငှားချထားသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း ------------------------------

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် ------------------------------

(ဂ) နေရပ်လိပ်စာ ------------------------------

၃။ အငှားချထားခြင်းခံရသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း ------------------------------------

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် --------------------------

(ဂ) နိုင်ငံသား --

(ဃ) နေရပ်လိပ်စာ ---

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အချက်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား ------------------------------------

(ခ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ)၊ ---------------------------------------

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(ဂ) တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်/တိုင်းဒေသကြီး) -----------------------

----

(ဃ) မြေဧရိယာအကျယ်အဝန်း --

(င) အဆောက်အအုံအရွယ်အစား/အရေအတွက် -----------------------------------

(စ) အဆောက်အအုံတန်ဖိုး ---

၅။ မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထား(စက်မှုဇုန်မှ အပ)၊မြေပုံနှင့် မြေငှားစာချုပ်(မူကြမ်း) တင်ပြရန်။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်း ရှိ-မရှိ-

☐ နိုင်ငံတော်၏ဥပဒေများနှင့်အညီအစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအသုံးပြုခွင့်အား ယခင်ကပင် ရရှိထားသောပုဂ္ဂိုလ်၊

☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီနိုင်ငံတော်ပိုင်မြေသို့မဟုတ် အဆောက်အအုံအားတစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန်အခွင့်ရှိသည့် ပုဂ္ဂိုလ်။

၇။ မြေ/အဆောက်အအုံ ငှားရမ်းခနှုန်း(တစ်နှစ်လျှင်တစ်စတုရန်းမီတာအတွက်)--------------

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၈။ မြေအသုံးချမှုပရီမီယံကြေး(Land Use Premium - LUP) (အစိုးရဌာန/ အစိုးရအဖွဲ့ အစည်းပိုင် မြေငှားရမ်းခြင်းဖြစ်ပါကအငှားချထားခြင်းခံရသူထံမှငွေသားဖြင့် LUP တောင်းခံပါမည်။)

တစ်ဧကနှုန်း --

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူသို့မဟုတ်မြေအသုံးပြုခွင့်ရသူမှ ------------------------------ ငှားရမ်းရန်သဘောတူ/မတူ

၁၀။ လျှောက်ထားသည့် မြေ သို့မဟုတ် -- အဆောက်အအုံ ငှားရမ်း/ အသုံးပြုခွင့်သက်တမ်း

၁၁။ စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန် -- အစရှိသည့် သက်ဆိုင်ရာ လုပ်ငန်းဇုန်ဧရိယာ -- အတွင်းရှိမြေ ဟုတ်/မဟုတ် (ဇုန်ကိုဖော်ပြရန်)

လျှောက်ထားသူလက်မှတ် ....

အမည် .... Mr. Li Jifeng

ရာထူး .... Director

Gold Aya Motors International Group Co., Ltd.

ဌာန/ကုမ္ပဏီတံဆိပ် ....

Form (7- A)

Application form for Land Rights Authorization

To,

Chairman

Myanmar Investment Commission

Reference No.

Date.

Subject: **Application for Land Lease or land Rights Authorization to be invested**

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116: -

1. Particulars relating to Owner of land / building
   - (a) Name of owner/organization --
   - (b) Area --
   - (c) Location --
   - (d) Initial period permitted to use the land (Validity of land grant) ------------------
   - (e) Payment of long term lease as equity Yes ( ) No ( )
   - (f) Agreed by Original Lessor Yes ( ) No ( )
   - (g) Type of Land ---
2. Lessor
   - (a) Name / Company's name/ Department/ organization ---------------------------
   - (b) National Registration Card No --
   - (c) Address ---

     ----
3. Lessee
   - (a) Name / Company's name /Department/ Organization----------------------------
   - (b) National Registration Card No /Passport No. ---------------------------------
   - (c) Citizenship ---
   - (d) Address ---

     ----
4. Particulars of the proposed Land Lease
   - (a) Type of Investment ---
   - (b) Investment Location(s) ---

(c) Location(Ward, Township,State /Region) --

(d) Area of Land --

(e) Size and Number of Building (s) --

(e) Value of Building --

5. To enclose land ownership and Land Grant , ownership evidences (except Industrial Zone) , Land map and Land Lease Agreement(Draft)

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

☐ Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.

☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land / Building lease rate (per square meter per year) --

----

8. Land Use Premium – (LUP) (If it is leased from the land belonged to Government Department / Organization ,the LUP shall be paid in cash by the lessee.)

Rate per Acre: --

9. Whether it is agreed by original land lessor or land tenant not. --

10. Proposed land or building use/lease period --

11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Hotel Zone, Trade Zone and etc or not (To describe Zone) --

Signature ....

Name of Investor .... Mr. Li Jifeng

Designation.. Director

Gold Aya Motors International Group Co., Ltd.

Department/Company

(Seal/Stamp)

Form (7-A)

Application form for Land Rights Authorization

To,

Chairman
Myanmar Investment Commission

Reference No.
Date. .01.2018

Subject: **Application for Land lease or land Rights Authorization to be invested**

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116:-

1. Particulars relating to Owner of Land / building
   - (a) Name of owner / organization ...... Mandalay Myotha Industrial Park (MMIP)
   - (b) Area .... 81,341.245 sq. meter approximately (20.1) acre
   - (c) Location ...... Plot No. B-1-1, Block – Factory Area, Zone – 2C, Myotha Industrial Park, Between Myotha and Nabu-Aing Village, Ngazun Township, Myingyan District, Mandalay Region.
   - (d) Initial period permitted to use the land(Validity of the land grant) ..... 50 years Plus automatically extendable 10 years 2-times
   - (e) Payment of long term lease as equity Yes (x) No ( )
   - (f) Agreed by Original Lessor Yes (x) No ( )
   - (g) Type of land ..... Industrial land
2. Lessor
   - (a) Name / Company's name / Department / organization ... Mandalay Myotha Industrial Development Public Company Limited (MMID) (Represented by Dr. Tun Tun Aung)
   - (b) National Registration Card No ... -
   - (c) Address ...... 26th Street Bewteen 58 & 60th Street, Aung Myae Tha Zan, Mandalay.
3. Lessee
   - (a) Name / Company's name / Department/ Organization ..... Gold Aya Motors International Group Company Limited (Represented by Mr. Yan Yu)
   - (b) National Registration Card No / Passport No. .... Pp. No. E 67967120
   - (c) Citizenship ...... Chinese
   - (d) Address ..... No. (49/B-2), Corner of Thiri Myaing 2- Street and Paung Se Street, b n(13) Ward, Yangon.
4. Particulars of the proposed Land Lease
   - (a) Type of Investment ...... Manufacturing & Assembly of Motor Vehicles
   - (b) Investment Location(s) ...... Plot No. B-1-1, Block – Factory Area, Zone – 2C,

Myotha Industrial Park, Myingyan District, Mandalay Region.

(c) Location(Ward, Township, State/ Region) ... Myingyan District,
Mandalay Region.

(d) Area of Land .... (81,341.245) sq. meter/ 20.1 Acre

(e) Size and Number of Building(s)- (3) buildings

1.Car Showroom & Office -29,618 sq.ft. (174 ft.3 inches x 99 ft. 5 inches)
(3 storey building)

2. Accommodation & Canteen – 28,644 sq.ft.(139 ft. 7 inches x 52 ft. 11 inches)
(4 storey building)

3. Factory - 78,296 sq.ft.(494 ft. 1 inch x 158 ft. 6 inches
(1 storey building)

(f) Value of Building .... -

5. To enclose land ownership and Land Grant, ownerships evidences (except Industrial Zone), Land map and Land Lease Agreement(Draft)

6. Whether it is sub-leased from the following person in regarding to land lease or not-

☐ Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.

☐ Authorized Person to get the Sub License or sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land/ Building lease rate (per square meter per year) ..... USD(34) per sq.meter
USD2,765,602.33 for (50+10+10) years

8. Land Use Premium- (LUP) (If it is leased from the land belonged to Government Department / Organization, the LUP shall be paid in cash by the lessee.)
Rate per Acre: -Nil-

9. Whether it is agreed by original land lessor or land tenant not ...... Yes

10. Proposed land or building use/lease period... (50) years & extendable (10) years (2)times

11. Whether it is the land located in the relevant business zone .... Mandalay Myotha - Industrial Park
area such as Industrial Zone, Hotel Zone, Trade Zone and etc
or not (To describe Zone)

Signature of the applicant

Name: Mr. Li Jifeng
Title: Promoter
Department /Company - Gold Aya Motors International Group Company Limited
(Seal/Stamp)

Mr. Li Jifeng
Director
Gold Aya Motors International Group Co., Ltd.

Date: .1.2018

မန္တလေးမြို့သာစက်မှုဥယျာဉ်မြို့တော်
တည်ဆောက်ရေးစီမံခန့်ခွဲမှုကော်မတီ
မန္တလေးမြို့

စာအမှတ်၊ ၂/၃ - ၆/၁၂ ဦး၆ (၀၀၁)
ရက်စွဲ ၊ ၂၀၁၆ ခုနှစ်၊ မတ်လ ၃ ရက်

သို့

မန်နေးဂျင်းဒါရိုက်တာ
မန္တလေးမြို့သာစက်မှုဖွံ့ဖြိုးတိုးတက်ရေးအများပိုင်ကုမ္ပဏီလီမိတက်

အကြောင်းအရာ ။ မြေလွှဲပြောင်းအသုံးပြုနိုင်ရေးကိစ္စ

၁။ အထက်ပါကိစ္စနှင့် ပတ်သက်၍ မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ ငါန်းဇွန်မြို့နယ်ရှိ မြို့သာနှင့် နဘူးအိုင်ရွာအကြား အကောင်အထည်ဖော်ဆောင်ရွက်လျက်ရှိသော မြို့သာစက်မှုဥယျာဉ်မြို့တော်စီမံကိန်း မြေလွှဲပြောင်းအသုံးပြုနိုင်ရေး ဆောင်ရွက်ရာ၌ လုပ်ငန်းသဘောတူစာချုပ်၏ အပိုင်း(၁)(၁.၃)တွင် MIMC မှ စက်မှုဥယျာဉ်(မြို့သာ) ထူထောင်နိုင်ရေးအတွက် လိုအပ်သော မြေဧက (၁၀၀၀၀) ရရှိရေး ဆောင်ရွက်ပြီး Developer မှ ငွေကြေးကုန်ကျစရိတ်များကျခံ၍ စီမံခန့်ခွဲခြင်း၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များ ဆောင်ရွက်ခြင်းတို့ကို တာဝန်ယူဆောင်ရွက်ရမည်ဖြစ်ပြီး၊ အပိုင်း(၇) (၇.၂)တွင် MIMC မှ စက်မှုဥယျာဉ်(မြို့သာ) တည်ဆောက်ရေးအတွက် လိုအပ်သည့် မြေဧက (၁၀၀၀၀)ရရှိရေးနှင့် လိုအပ်သည့် ခွင့်ပြုမိန့်များရရှိရေးကို ကူညီပေးရမည်ဟု ပါရှိပါသည်။

၂။ သို့ဖြစ်ပါ၍ အဆိုပါ စီမံကိန်းလုပ်ငန်းများကို လျင်မြန်ချောမွေ့စွာ စီမံခန့်ခွဲဆောင်ရွက်နိုင်ရန်အတွက် မြို့သာစက်မှုဥယျာဉ်မြို့တော်နှင့် သက်ဆိုင်သော အောက်ဖော်ပြပါမြေများကို မန္တလေးမြို့သာစက်မှုဖွံ့ဖြိုးတိုးတက်ရေးအများပိုင်ကုမ္ပဏီလီမိတက်(MMID Public Co., Ltd)သို့ လွှဲပြောင်းပေးလိုက်ပါသည် -

(က)	လယ်မြေဧရိယာ	(၆၈.၄၃) ဧက
(ခ)	ယာမြေဧရိယာ	(၉၁၇.၀၀) ဧက
(ဂ)	(လမ်း/မြစ်ချောင်း/ကန်/အခြား)မြေဧရိယာ	(၁၉၉၉.၀၀) ဧက
(ဃ)	ပလပ်မြေ(စားကျက်မြေ)ဧရိယာ	(၈၄၁၉.၀၀) ဧက
	စုစုပေါင်း	(၁၁၄၀၃.၄၃) ဧက

ကျော်မြင့်
(ဥက္ကဋ္ဌ၊ မန္တလေးမြို့သာစက်မှုဥယျာဉ်
မြို့တော်တည်ဆောက်ရေးစီမံခန့်ခွဲမှုကော်မတီ)

မိတ္တူကို
- တိုင်းဒေသကြီးအစိုးရအဖွဲ့၊ မန္တလေးတိုင်းဒေသကြီး၊ မန္တလေးမြို့
- စိုက်ပျိုးရေးနှင့်မွေးမြူရေးဝန်ကြီးဌာန၊ မန္တလေးတိုင်းဒေသကြီး၊ မန္တလေးမြို့

- တိုင်းဒေသကြီးအထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန၊ မန္တလေးတိုင်းဒေသကြီး၊ မန္တလေးမြို့
- တိုင်းဒေသကြီးဦးစီးဌာနမှူး၊ တိုင်းဒေသကြီးလယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန၊ မန္တလေးတိုင်းဒေသကြီး၊ မန္တလေးမြို့
- ခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန၊ မြင်းခြံခရိုင်
- မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန၊ ငါန်းဇွန်မြို့နယ်
- မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာန၊ ငါန်းဇွန်မြို့နယ်
- ရုံးလက်ခံ

လျှပ်စစ်နှင့်စက်မှုလက်မှုဝန်ကြီးဌာန
စာအမှတ်၊..............
ရက်စွဲ၊..............
မန္တလေးတိုင်းဒေသကြီး

မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့
လျှပ်စစ်နှင့်စက်မှုလက်မှုဝန်ကြီးဌာန
မန္တလေးမြို့

စာအမှတ်၊ ၂/ ၃ - ၆/ ၂၂ ဦး၆ (၁၄၆)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ်၊ ဖေဖော်ဝါရီလ ၂၄ ရက်

သို့

မန်နေးဂျင်းဒါရိုက်တာ
မန္တလေးမြို့သာစက်မှုဖွံ့ဖြိုးတိုးတက်ရေးအများပိုင်ကုမ္ပဏီလီမိတက်

အကြောင်းအရာ ။ မြေလွှဲပြောင်းအသုံးပြုနိုင်ရေးကိစ္စ

၁။ အထက်ပါကိစ္စနှင့် ပတ်သက်၍ မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ ငါန်းဇွန်မြို့နယ်ရှိ မြို့သာနှင့် နဘူးအိုင်ရွာအကြား အကောင်အထည်ဖော်ဆောင်ရွက်လျှက်ရှိသော မြို့သာစက်မှုဥယျာဉ်မြို့တော်စီမံကိန်း မြေလွှဲပြောင်းအသုံးပြုနိုင်ရေး ဆောင်ရွက်ရာ၌ လုပ်ငန်းသဘောတူစာချုပ်၏ အပိုင်း(၁) (၁.၃)တွင် MIDC မှ စက်မှုဥယျာဉ်(မြို့သာ) ထူထောင်နိုင်ရေးအတွက် လိုအပ်သော မြေဧက (၁၀၀၀၀) ရရှိရေး ဆောင်ရွက်ပြီး Developer မှ ငွေကြေးကုန်ကျစရိတ်များကျခံ၍ စီမံခန့်ခွဲခြင်း၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များ ဆောင်ရွက်ခြင်းတို့ကို တာဝန်ယူဆောင်ရွက်ရမည်ဖြစ်ပြီး၊ အပိုင်း(၇) (၇.၂)တွင် MIDC မှ စက်မှုဥယျာဉ်(မြို့သာ) တည်ဆောက်ရေးအတွက် လိုအပ်သည့် မြေဧက (၁၀၀၀၀)ရရှိရေးနှင့် လိုအပ်သည့် ခွင့်ပြုမိန့်များရရှိရေးကို ကူညီပေးရမည်ဟု ပါရှိပါသည်။

၂။ သို့ဖြစ်ပါ၍ အဆိုပါ စီမံကိန်းလုပ်ငန်းများကို လျင်မြန်ချောမွေ့စွာ စီမံခန့်ခွဲဆောင်ရွက်နိုင်ရန်အတွက် မြို့သာစက်မှုဥယျာဉ်မြို့တော်နှင့် သက်ဆိုင်သော အောက်ဖော်ပြပါမြေများကို မန္တလေးမြို့သာစက်မှုဖွံ့ဖြိုးတိုးတက်ရေးအများပိုင်ကုမ္ပဏီလီမိတက်(MMID Public Co., Ltd)သို့ လွှဲပြောင်းပေးလိုက်ပါသည် -

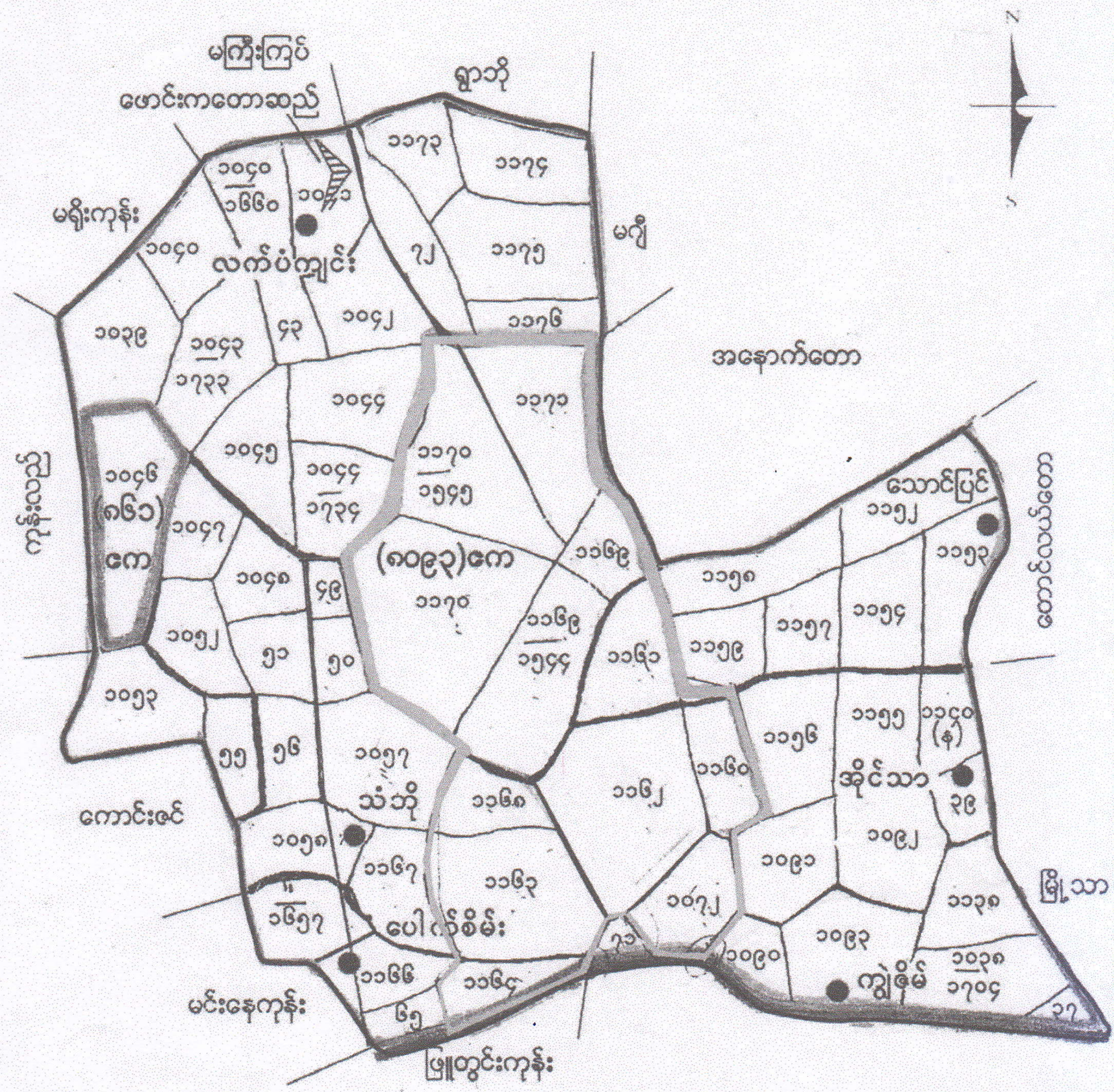
(က)	လယ်မြေဧရိယာ	(၆၈.၄၃) ဧက
(ခ)	ယာမြေဧရိယာ	(၉၁၇.၀၀) ဧက
(ဂ)	(လမ်း/မြစ်ချောင်း/ကန်/အခြား)မြေဧရိယာ	(၁၉၉၉.၀၀) ဧက
(ဃ)	ပလပ်မြေ(စားကျက်မြေ)ဧရိယာ	(၈၄၁၉.၀၀) ဧက
	စုစုပေါင်း	(၁၁၄၀၃.၄၃) ဧက

ကျော်မြင့်
(ဝန်ကြီး၊ လျှပ်စစ်နှင့်စက်မှုလက်မှုဝန်ကြီးဌာန)

မိတ္တူကို
- တိုင်းဒေသကြီးအစိုးရအဖွဲ့၊ မန္တလေးတိုင်းဒေသကြီး၊ မန္တလေးမြို့
- ရုံးလက်ခံ

MM13 Co.,Ltd မှ ဆောက်ရွက်မည့် စက်မှုဖုံ မြေနေရာကွင်းအလိုက် အညွှန်းပြမြေပုံ

ငါန်းဇွန်မြို့နယ်





အဆိုပြုဧရိယာ - ၁၁၄၈၄ ကေ

Agreement

FOR THE LEASE
OF 81,341.245SQUARE METRES (APPROX. 20.1 ACRES) OF INDUSTRIAL LAND IN THE MANDALAY MYOTHA INDUSTRIAL PARK (MMIP)

Between

Mandalay Myotha Industrial Development Public Company Limited (MMID)
(PARTY A)

And

Gold AYA Motors International Group Co. Ltd
(AYA)
(PARTY B)

CONTRACT NO. ***MMID-003-2017***

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THIS LEASE AGREEMENT is made on **9th January 2018**

BETWEEN:

MANDALAY MYOTHA INDUSTRIAL DEVELOPMENT PUBLIC COMPANY LIMITED (MMID)-(hereinafter referred to as "Party A")

Legal Address 26thStreet Between58 & 60thStreets
Aung MyaeThar Zan
Mandalay
The Republic of the Union of Myanmar

Legal Representative

Name	:	Dr. TunTun Aung
Position	:	Managing Director
Nationality	:	Myanmar Citizen

AND

GOLD AYA MOTORS INTERNATIONAL GROUP CO. LTD(hereinafter referred to as "Party B")

Legal Address No (49/B-2) Corner of ThiriMying -2 Street and Paung Se Street,b n(13) Ward.
Yangon
The Republic of the Union of Myanmar

Legal Representative

Name	:	Mr. Yan Yu
Position	:	Chairman
Nationality	:	Chinese Citizen

WHEREAS:

A. Party A undertakes that it is the developer of the Mandalay Myotha Industrial Park and it has the right to lease or any other kinds of dispose of industrial plots of land in the industrial park and undertakes that it has obtained the legal and valid land use certificate and is hereby permitted to transfer the right to the use of the Land Parcels.
B. Party B is a foreign company and intends to invest in the Mandalay Myotha Industrial Park and wishes to get a grant of industrial land Parcels as an "Investor" for the long time investment.
C. Pursuant to the laws of the Republic of the Union of Myanmar and other relevant national and local stipulations, Party A and Party B have through negotiations reached a mutual understanding with regard to the lease of the property more particularly defined in Article 2 of this Lease Agreement (hereinafter referred to as the "Land Parcels") and hereby agree to enter into this Lease Agreement.

CHAPTER 1 GENERAL PRINCIPLES

Article 1 Party A and Mandalay Industrial Management Committee (hereinafter referred to as "**MIMC**") which is under the Mandalay Region Government Body of the Republic of the Union of Myanmar ("**MRG**"), have entered into a Business Agreement of Beneficial Co-operation with the Income Sharing System for the Construction of Industrial Park (Myotha) to Construct and Develop the Myotha Industrial Park Project (hereinafter in called "**Project**") having profit sharing and cooperation, dated as of 9 January 2013 (hereinafter referred to as the Assignment Agreement). According to the Assignment Agreement made by the Party A and MIMC, Party A holds a 90 year leasehold interest in the Land and is a Developer of the Project and which has right to release of the Land Parcels.

CHAPTER 2 AREA, TENURE AND USE OF THE LAND PARCELS

Article 2 The area of the Land Parcels shall betotally81,341.245 SQUARE METRES (APPROX. 20.1 ACRES), Address: **PLOT NUMBER: B-1-1, BLOCK: FACTORY AREA, ZONE: 2C, MYOTHA INDUSTRIAL PARK, BETWEEN MYOTHA AND NABU-AING VILLAGE, NGAZUN TOWNSHIP, MYINGYAN DISTRICT, MANDALAY REGION,** which has been duly surveyed and accepted by Party A and Party B as final and official. The locations of the Land Parcels are more particularly set out on the Land Survey Plans for the Land Parcels attached hereto as **Annexure 1**. Party A agrees to put up boundary points along the perimeters of the Land Parcels to demarcate the Land Parcels.

Article 3 The Tenure of the Land Parcels is for 50 (Fifty) years which is extendable by 2 (Two) terms of 10 (Ten) years each to enhance industrial development and to promote foreign investment in Myanmar commencing from the date of the Title Document.

Article 3.1 The lease term of the Land Parcels is 50 years plus 10 years extension by 2 (Two) times commencing from the date of Title Document. Each extension of 10 years shall be at the option of Party B and start from the end of each then current term as long as the extension is permitted by the current existing land laws/regulations of Myanmar under that situation.

Article 4 Party B shall only use the Land Parcels for the construction and operation of an automobile assembly plant and its attendant facilities and any other purposes. If Party B wishes to change the use of the Land Parcels during the Tenure, Party B shall give the prior notice to Party A at least 30 business days and shall complete the formalities for examination and approval in accordance with the relevant stipulations.

4.1 Party A warrants that this lease of the Land Parcels ("Lease") is acquiesced by MRG and the Ministry of Home Affairs as land of industrial purpose suitable for being used as an automobile assembly plant and its attendant facilities.

4.2 Party B has the free right to alter the objective of business and the right to sub-lease, transfer, assign or mortgage the possessory right over the whole or partially of the Land Parcels and the right to instruct Party A to transfer the Lease to such third party as indicated by Party B. Such third party also needs to follow the Myotha Industrial Park Development guideline.

4.3 In accordance with the master plan of industrial zone, Party A will fulfill and install all facilities and infrastructure including those referred to in Chapter 6 (Infrastructure).

Article 5 Within 30 days after Party B obtaining MIC approval, Party B shall submit to Party A the following main documents:

(a) Overall site plan;

(b) Architectural design plans (including building layout, elevation and cross section plans);

(c) Construction schedule with a maximum period of 3 years duration from the date of approval of the building plans and construction permits

Article 5.1 Within 30 days after Party B obtaining MIC approval, Party B shall commence building construction.

CHAPTER 3 LAND LEASE PRICE, MAINTENANCE & ADMINISTRATION FEES AND METHOD OF PAYMENT

Article 6 Party A and Party B hereby agree that the total lease price (hereinafter referred to the "Land Price") for the Land Parcels for the entire term comprising an initial lease term of 50 years and two further extensions of 10 years each shall be **United States Dollars totaling 2,765,602.33**. Parties agree that such amount of the Land Price shall be the total consideration of the Lease that has been fixed and subject to no adjustment in the future. Party B shall pay to Party A the Land Price in accordance with the provisions in Article 7 and Article 8 of this Lease Agreement. No further payments shall be due from Party B upon each extension.

Party B shall pay a fixed fee per square foot per month (net of any tax) as Maintenance and Administration charge starting from the date of completion of the infrastructure development stated in the Lease Agreement at the rate charged to the other owners and tenants of the project and if a number of rates are used, then at the most favorable rate charged. And in any case, the rate cannot be higher than the fair price of similar industry zone.

Article 7 Payment Schedule

The Land Lease Price shall be paid by Party B to Party A by installments per the following schedule

Land size	Cost (USD) per square meter	Total (USD)	Payment Schedule
81,341.245 SQUARE METRES	34	**2,765.602.33**	1、10% within 15 days after signing this agreement； 2、40% within 15 days after Party B obtaining MIC approval; 3、40% within 180 days after signing this agreement, and this payment shall not be paid until the MIC approval has been obtained by Party B; 4、10% within 360 days after

7.2 Party B shall make payment of the Land Lease Price in Myanmar Kyat or United States Dollars. If paid in Myanmar Kyat, the exchange rates between Myanmar Kyat and United States Dollars shall be based on the market rate agreed to by the Parties at the time of payment.

7.3 If the due date for any payment falls on a Saturday, Sunday or public holiday in the Republic of the Union of Myanmar, that date shall be extended to the next succeeding day which is not a Saturday, Sunday or public holiday.

Article 8 If Party B fails to pay to Party A the Land Price and/or interest in accordance with the provisions of this Lease Agreement or breach any terms and conditions of this Lease Agreement; and Party B, within a reasonable period of at least 30 days from receiving of a written notice from Party A, still fails to pay the due money or put right its action of breaches, Party A shall been entitled to proceed with all or any of the following actions:

8.1 unilaterally terminate this Lease Agreement by giving 30-day prior notice in writing to Party B; and

8.2 lease or otherwise dispose of or deal with the right to the use of the Land Parcels as it shall deem fit, with 30-day prior notice to Party B;

And if Party A exercises its rights under 8.1 and/or 8.2, it shall refund to Party B all installments (without interest) paid by Party B to Party A.

Article 8AIf Party B fails to obtain MIC permit, whatever the reason, Party B shall been entitled to unilaterally terminate this Lease Agreement by giving 30-day prior notice in writing to Party A, and Party A shall refund to Party B all installments (without interest) paid by Party B to Party A.

Article 9 Party B understands and agrees that the application for a Lease Certificate (hereinafter referred to as the "Title Document") is conditional on Party A receiving 50% the Land Price referred to in Article 6 in full together with interest (if any) accrued thereon, in accordance with the provisions in Article 6 and Article 7.

CHAPTER 4 MATTERS RELATING TO TRANSFER AND REGISTRATION

Article 10 Party B shall be entitled upon execution of this Lease Agreement, to have possession of the Land Parcels and commence construction on the Land Parcels.

Article 11 Party A hereby commits and warrants to Party B that: -

11.1 Party A has obtained the legal and valid land use certificate and is hereby permitted to transfer the right to the use of the Land Parcels and to grant to Party B the rights and interests contemplated by this Lease Agreement and the Title Documents;

11.2 The Land Parcels is free from any liens, mortgages, guarantees, tenancies or other third party rights in any form (including any right to compensation for land acquisition) which may prevent Party B from executing its right to the use of the Land Parcels and/or to quiet and peaceful enjoyment of the Land Parcels;

11.3 Party A shall transfer the right to the use of the Land Parcels to Party B upon Party A

receiving 50% the Land Price together with interest (if any) due to Party A in accordance with the provisions of this Lease Agreement.

11.4 Party A shall offer full assistance to Party B in:

(a) its submission for examination, notarization and registration of this Lease Agreement;
(b) its procurement of the issue of the Title Document of the Land Parcels from MRG;
(c) its caveating its interests under this Lease Agreement and the Title Document against the Land Parcels; and its utilization of roads, electricity, water supply and telecommunication.

Article 12 Party B shall bear all stamp duty. As from the date of issue of the Title Document, Party B shall bear all taxes relating to its lease of the Land Parcels, but any taxes, fees, or such related expenses generating before the execution of this land lease agreement shall be undertook by Party A.

Article 13 Party A hereby acknowledges and agrees that upon the issuance of the Title Document, the rights, interests and obligations set out in this Lease Agreement shall be transferred to and borne by Party B together with the right to the use of the Land Parcels.

Article 14 Party A agrees and undertakes to Party B that it will not sell (transfer or dispose of any part of its interest in) or encumber the Land Parcels unless it has first procured that its buyer, or the holder of the encumbrance (as the case may be) enters into a deed of ratification by virtue of which it becomes a party to this Lease Agreement, entitled to its benefits and bound by its provisions. Further Party A agrees to permit Party B to caveat its interest (to the extent permitted by law and practice of the Agricultural Land Management and Statistics Department) in the Land Parcels against Party A's grant over the Land Parcels.

Article 14A In the event Party A shall become insolvent, or the Land Parcels shall come under the management of a Receiver and/or Manager, liquidator or the Official Assignee or equivalent, Party A shall to the fullest extent permitted by law, procure that any dealing with the Land Parcels (eg by public auction) by such Receiver and/or Manager, liquidator, Official Assignee or equivalent is done subject to Party B's rights under this Lease Agreement.

CHAPTER 5 LAND CONDITION

Article 15 Upon the expiration of the initial term of 50 years, the tenure of this Lease shall be automatically extended for a further two terms of 10 years each, subject only to Party B having the requisite MIC license for its continued ownership and operation of the facilities on the Land Parcels. To the extent required by MIC, Party A agrees to enter into such formal extension of this Lease Agreement as Party B may require. For the avoidance of doubt, no further payment is required from Party B for such automatic extension.

Article 16 Party B has inspected the Land Parcels before the signing of this Lease Agreement and hereby confirms that it has full knowledge of and is satisfied with the location, state, condition, access and all other visible respects of the Land Parcels, including but not limited to its ground levels, topography and soil conditions. Party B shall be deemed to have knowledge of the nature and effect thereof with regard to the same and shall accept the Land Parcels in its existing state and condition. Party B shall not be liable for any pollution or other matter existing on or under the Land Parcels that was not a result of its construction and/or operation of the facilities on the Land Parcels.

Party B shall use the Land Parcels only in accordance with the land use conditions (as set out

in Annexure 2).

Article 16.1.Mineral resources, treasures, gems and other natural resources discovered from in or under the Parcels during the term of the agreement shall be property of the Myanmar Government. They shall have the right to excavate the aforesaid in accordance with the laws, rules and regulations of the Republic of Union of Myanmar subject to the Lessee's right to compensation for losses suffered including but not limited to and damage or destruction of the Lessee's facilities and or any of the Lessee's property on the Land Parcels.

Article 17 Party B shall erect information signboards on the Land Parcelsin compliance with the unified specifications to be provided by Party A to Party B as soon as practicable following issuance of the Title Document and the provision of the unified specifications, whichever is the later.

CHAPTER 6 SPECIAL AGREEMENTS

Article 18 Party A shall reserve one access road east to Plot B-1-1,leading to ditch of the south side with 14 meters long for Party B at the north-south direction on the east side, the paving work and related shall be completed by Party B independently.

Article 19 4 The area from the load located at south-north side of the most western side adjacent to Ave. 4 to the 30 meters range of the east side of the total lease land hereunder shall be used to build a car exhibition hall as the nature of commercial land.

Article 20 The plot between PLR and B-1-1, is commercial land which is not planned to sell temporarily, Party A shall guarantee that Party B will be given priority to obtain that plot when it is sold, the specific unit price is estimated to be made in the end of March, 2018.

CHAPTER 7 INFRASTRUCTURE

Article 21 The Land Parcels delivered by Party A to Party B shall have been completed with the works herein contained:

Party A has designated an electricity connection in the vicinity of the Land Parcels for the supply of electricity to the Land Parcels. Party B shall at its own cost and expense engage the competent authorities approved to construct or install power supply cable from the electricity connection to the Land Parcels;

21.1 Party A shall provide a road from which Party B may (at its own cost and expense) construct an ingress and egress access (the "Access") for the Land Parcels as approved by Party A and shall construct and maintain the Access using materials and workmanship of appropriate quality and standards so as not to cause any damage to the public basic infrastructure. To the extent Party B requires way leaves from the lessees of adjacent plots to build this Access, Party A agrees to procure these for the benefit of Party B.

Article 22 Party B shall at its own cost and expense apply to the relevant authorities and accept the examination in accordance with the stipulations set by such authorities for the supply of electricity, gas, water, telecommunications, broadband high-speed internet, and other utility supplies (hereinafter referred to as the "Utilities") to the Land Parcels.

Article 23 Party B shall pay in accordance with the relevant stipulations for all fees, including but not limited to turning on fees, engineering fees, increased capacity fees and all

such other fees payable for the supply of all such electricity, gas, water, telecom and other utility supplies to the Land Parcels.

CHAPTER 8 FORCE MAJEURE

Article 24 No Party shall be considered to be in breach of this Lease Agreement and therefore be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations under this Lease Agreement when the same is occasioned by an "Event of Force Majeure"- that is to say any circumstances whatsoever beyond the reasonable control of the affected Party which directly or indirectly prevent or impede the due performance of this Contract, including but not to be limited to the following matters:

24.1 war or hostilities; and/or
24.2 earthquake, flood, typhoon, fire or other natural disaster.
24.3 during the payment of Land Price and/or during the construction of the period, both parties agree that the payment schedule and/or completion date of project shall be mutually adjusted in the event of Force Majeure.

Article 25 A certificate or confirmation issued by the relevant administrative department of the MRG or an on governmental authoritative organization in the Republic of the Union of Myanmar shall be accepted by the Parties as proof that the said Event of Force Majeure has occurred.

Article 26 Should any such Event of Force Majeure occur the affected Party shall notify the other Party in writing within fifteen (15) days and shall use its reasonable endeavors to resume prompt performance as soon as such Event of Force Majeure shall have ceased, and the time for any such Party's performance shall be extended for a period equal to the time lost by reason of the delay which shall be remedied with all due dispatch in the circumstances.

Article 27 The respective obligations of the Parties hereto under this Lease Agreement shall be suspended during the continuance of any of the aforesaid events and neither Party shall claim from the other Party any damages, compensation or for loss of any kind whatsoever arising from or attributable whether directly or indirectly to the occurrence of any of the aforesaid events. However, the unaffected Party shall have the right to terminate this Lease Agreement and therefore be free from all the obligations under this Lease Agreement, if any of the aforesaid events shall continue beyond a period of ninety (90) consecutive days.

CHAPTER 9 WARRANTY AND REPRESENTATION

Article 28.1 Each party (where applicable) represents and warrants to the other that it is a legal person duly authorized under the relevant laws and has the right power, sound financial standings and authority to enter into this Lease Agreement.

Article 28. 2 Party A represents, warrants and covenants that:

(a) It is the sole legal and beneficial owner (free from any and all encumbrances) of the Land Parcels with the sole and exclusive power to grant this Lease (including the two extensions) contemplated by this Agreement to Party B.

(b) That this Lease Agreement is valid, legal, binding and enforceable against Party A and is

enforceable as a right against all third parties and the world at large, including MRG and MIMC.

(c) It has removed or otherwise relocated all settlers on or occupiers or users of the Land in accordance with Applicable Laws and, where necessary or prudent, provided adequate compensation for such removal or relocation.

(d) The land is free from any and all liens, charges, encumbrances or other claims of whatever nature; and

(e) The land is duly registered as land for industrial and/or commercial use, and is satisfied to build and operate an automobile assembly plant and its attendant facilities;

(f) Deliver the Land Parcels and Title Document to Party B timely;

(g) The land is available to utilization of roads, electricity, water supply, telecommunication, ; and an electricity connection in the vicinity of the land has been designated for the supply of electricity;

Article 28. 3Without prejudice to the right of Party B to claim on any other basis or take advantage of any other remedies available to it, if any Party A's warranties and/or represents is breached or proves to be materially inaccurate or misleading, Party A undertake to pay to Party B on demand:

(a) a reasonable amount necessary to put Party B into the position it would have been in if Party A's warranties and represents had not been breached and had been materially accurate; and

(b) all reasonable costs and expenses incurred by Party B as a result of a breach caused by Party A, of Party A's warranties and/or represents.

(c) If at any time Party B becomes aware that Party A's warranties or represents have been breached, or that Party A have breached any other term of this Agreement that, in either case, Party B shall be entitled to, without prejudice to any other rights it may have in relation to the breach, immediately terminate this Agreement by notice to Party A.

CHAPTER 10 NOTICE

Article 29 Notices to Party A and Party B shall be issued to their respective addresses as follows:

Party A: Myotha Industrial Development Public Company Limited

Recipient : Managing Director
Address : No (514/8), 26th Street Between 59& 60 Streets
MahaZayyar Bon Quarter, AungMyayThar Zan Township
Mandalay, The Republic of the Union of Myanmar
jackhong@mmidproject.com

Party B:Gold AYA Motors International Group Co.Ltd.
Recipient : Chairman
Address : Kantharyar Center, Corner of Kan Park Street & U Aung Myat Street,
MingalarTaungNyunt Township,Yangon,
The Republic of the Union of Myanmar
Fax:01-558278
Email:edwardwang_2004@126.com

:

:

Article 30 If Party A or Party B wishes to change the above-mentioned correspondence address or fax number, it shall inform the other Party of the new correspondence address or fax number fifteen (15) days before such change.

Article 31 If the notice is sent by email, it shall be deemed to be received on the date of transmission; if the notice is sent by hand, it shall be deemed to be received on the date of delivery to the address stipulated; if the notice is sent by registered post, it shall be deemed to be received on the fourteenth (14th) day after the date of posting. In each case, if the notice is received on a Saturday, Sunday or public holiday, it shall be deemed to have been received on the next following working day.

CHAPTER 11 APPLICABLE LAW AND DISPUTE RESOLUTION

Article 32 The execution, validity, interpretation and performance of this Lease Agreementand the resolution of any dispute arising from or in relation to this Lease Agreement shall be governed by the laws of the Republic of the Union of Myanmar.

Article 33 Any question, dispute or difference between the Parties arising from the execution, performance or otherwise in connection with this Agreement shall first be resolved through amicable negotiation and friendly consultation between the Parties. If no resolution is reached within 90 days of the notice by any Party requesting for resolution through negotiation and consultation, the question, dispute or difference shall be submitted for final resolution by arbitration under the Republic of the Union of Myanmar Arbitration Law (2016) for the time being in force.

Article 34 Each Party shall be entitled to appoint one arbitrator and the third arbitrator shall be appointed by the first two (2) arbitrators and shall be the chairman of the proceedings. In the event that any party fails to appoint an arbitrator within 30 days of the notice of arbitration, or if the third arbitrator is not appointed within 45 days of the notice of arbitration, such arbitrator shall be appointed by the court or such other body required by law. Any award or determination by the arbitrators is final and binding on both Parties. The arbitration proceedings shall be conducted in the Myanmar language. During the course of arbitration, this Agreement shall continue to be performed in all respects except for the relevant provision affected by the question, dispute or difference submitted for arbitration.

Article 35 Party A and Party B hereby represent and warrant that each of them shall carry out their respective obligations under this Lease Agreement from the date on which this Lease Agreement comes into effect until the full performance thereof.

CHAPTER 12 VALIDITY OF CONTRACT AND OTHER MATTERS

Article 36 This Lease Agreement shall come into effect upon signing by Party A and Party B.

Article 37 The headings in this Lease Agreement shall not be used to construe or interpret this Lease Agreement.

Article 38 This Lease Agreementis written in and entered into, in theEnglish language.

Article 39 Save that it is not inconsistent or in conflict with the provisions of this Lease Agreement and the Assignment Contract, and any Republic of the Union of Myanmar law and regulation, Party A and Party B may enter into any supplemental contract in respect of any matter for which no provision or adequate provision has been made in this Lease Agreement. The supplemental contract(s), the schedules and the annexures to this Lease Agreements shall form part of this Lease Agreement and shall have equal force and effect in law as this Lease Agreement.

Article 40 This Lease Agreement constitutes the entire rights and obligations between Party A and Party B and shall supersede any prior expression of intent, understanding, discussion, representation, warranty, undertaking or promise (whether express or implied, oral or written) made by one Party of its agent to the other Party or its agent with respect to this transaction.

IN WITNESS WHEREOF the representatives of Party A and Party B have executed this Lease Agreement on the date first written above

Signature and Stamp

Dr. TunTun Aung
Managing Director
Mandalay Myotha Industrial Development Public Company Ltd.

Signature and Stamp

Mr. Li Jifeng
Representative
Gold AYA Motors International Group Co.Ltd.

Witnessed by

Witnessed by

ANNEXURE 1: LAND SURVEY PLAN FOR THE LAND PARCELS

ANNEXURE 2: LAND USE CONDITIONS in relation to the Land Parcels

1. BOUNDARY

1.1 Before the use of the Land Parcels by the Party B, Mandalay Myotha Industrial Development Public Company Limited (herein after referred to as "PARTY A") together with Party B shall verify each of the boundary markings as marked in the" red-line" map. After on site verification, the two parties (PARTY A and the Party B) will confirm that the land area is correct by endorsing on the map of the Land Parcels and by demarcating the ground. The boundary markers must be protected by Party B and shall not be privately removed. In the event that the boundary signs are removed or damaged, Party B shall immediately inform PARTY A so that re instatement of the boundary markers can be done by the appropriate authority. All the expenses shall be borne by Party B.

2. CONDITIONS FOR USE OF LAND

2.1 Party B shall comply with the requirements for the Land Parcels approved by PARTY A. These are based on the Master Plan, Development Guide Plan (DGP) and MIP Handbook.

2.2 The architectural design applied within the Land Parcels shall comply with the existing applicable Myanmar national standards and rules of architectural design.

3. UTILITY CONNECTIONS

3.1 Water, telecommunications and electricity-Party B shall bear the cost of water, telecommunications and electricity connections and that for construction of the road entrance.

4. DESIGN, CONSTRUCTION AND COMPLETION

4.1 The architectural design and purpose within the Land Parcels shall comply with the requirements of the land use. Matters pertaining to transportation, laying of pipelines, fire safety, environmental protection, civil defense and waterway shall be submitted to the relevant departments for approval before construction and such matters shall be managed by an agency appointed by the government. All expenses there by incurred shall be borne by Party B

4.2 Party B shall complete construction within three (3) years from approval of the building plans and construction permits for the automobile assembly plant and its attendant facilities of the execution of this Lease Agreement. Party B may, six (6) months before the expiration of the stipulated period, apply to PARTY A with sufficient reasons for an extension of time, or in the event of a large development, or in the event of force majeure or other exceptional circumstances and PARTY A shall grant such extension acting reasonably

4.3 In the event of a large investment project, Party B may schedule the construction on a phased basis. This schedule will be provided to Party A subject to the terms of this agreement

4.4 Except the events of Force Majeure, if Party B fails to comply with the completion period for construction referred to in Annexure 2, and fails to apply for an extension of such completion period, or is unable to obtain approval for an extension in accordance with Clause

4.2, PARTY A shall be entitled to purchase the land back from Party B at the original Land Price.

5. CONSTRUCTION AND MAINTENANCE

5.1 The responsibilities to be borne by Party B with regard to the surrounding environment and facilities when carrying out construction and maintenance within the Land Parcels include:

(1) Not occupying or damaging the land and facilities beyond the Land Parcels with construction materials or discarded articles (sand, broken stones, construction debris). Approval from the government shall be obtained for any obstruction of municipal roads.

Party B shall discuss with Party Aof land beyond the Land Parcels for any temporary use of such land. If the use of such land has not been pre-approved by the government, Party B shall apply to the appropriate authority for approval and shall pay the requisite land use fees, and Party A shall support such application and co-operate with Party B in obtaining such approval.

(2) No dumping, storing or depositing any materials or debris, or carrying out any construction activities in the common areas without the approval of the relevant departments.

(3) Party B shall ensure the proper discharge of sewage, waste, foul-smelling items or any waste which pollutes the environment and not to cause any damage to the surrounding environment. The discharge of sewage into the sewerage system of the industrial park shall comply with the relevant statutory requirements. Any discharge of gaseous waste, dust particles, smoke or any emission of noise or discharge of chemicals shall be in accordance with the regulations set by the regulatory authority for environment.

5.2 Party B shall not develop, destroy or excavate neighboring or other land. During the period of the land use right, Party B shall not damage the municipality facilities within the Land Parcels and in neighboring land parcels.

5.3 Before construction or maintenance, Party B shall familiarize itself with the drains, water ways (including hosereel), cables, wires and the location of other facilities on the Land Parcels and those of the neighboring land based on, (and subject to its receipt of) the master plan that Party A shall provide to Party B, and shall submit a plan relating to the use thereof to the relevant departments with the co-operation and assistance of Party A. Party B shall not commence work before obtaining approval. Party B shall bear all cost of re-routing, re-construction or re- installation of the above facilities.

5.4 Party B shall, within the designated areas of the Land Parcels, be responsible for the cultivation, management and promotion of the greenery.

5.5 (1) Proper lighting, traffic signals and other necessary signs shall be provided by Party A for all roads adjacent to the Land Parcels, for the use of fire-engines, roads for vehicles and pedestrians, designated areas for trees and shrubs, parking lots and other vacant land for the proper functioning and safety of such facilities.

5.5 (2) The various fire safety facilities and installations on and under (if any), the Land Parcels and in the buildings thereon shall comply with fire safety regulations, and the proper

function of such facilities shall be ensured.

5.5 (3) Party B shall permit all government officials, public security officers, firemen, fire-engines, ambulances, engineering vehicles and other equipment and vehicles required in the event of an emergency, entry into the Land Parcels or all completed and uncompleted buildings and structures there onto perform official duties.

6. SUPERVISION AND INSPECTION

6.1 During the period of the land use right, PARTY A is entitled to inspect in working hour by giving notice to Party B. Party B shall not object to and cause any obstruction thereto.

6.2 Party B shall not occupy land beyond the Land Parcels for whatsoever reasons (including the deposit of articles or appliances) without any approval, otherwise, Party B shall be dealt with as an unlawful occupant of that land.

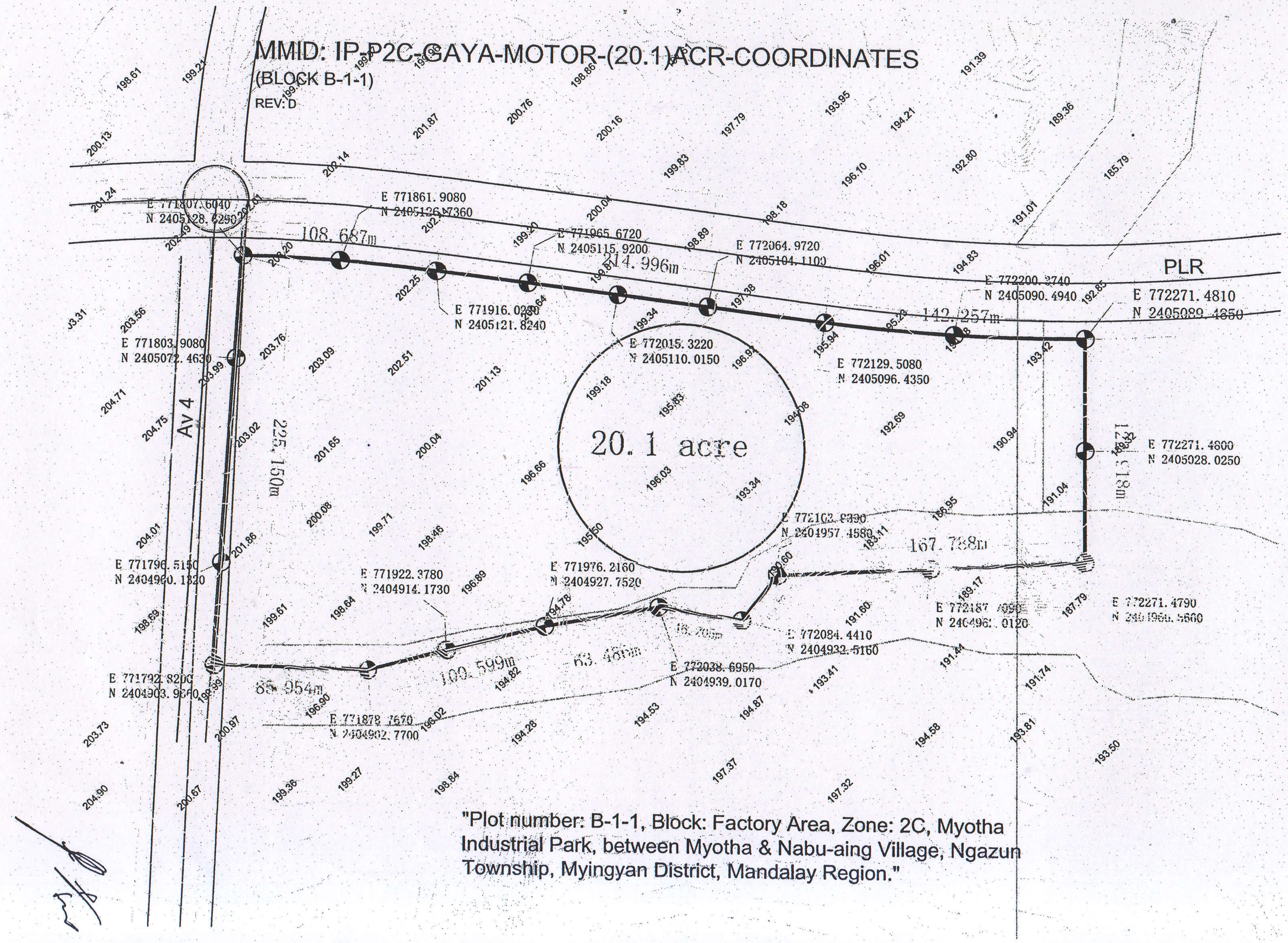
6.3 Party B shall carryout the construction within the Land Parcels in accordance with the stipulated purpose of use of the Land Parcels being to construct own and operate an automobile assembly plant and its attendant facilities and the approved project design plans.

6.4 Party B shall not willfully demolish, alter or reconstruct the buildings within the Land Parcels without approval from PARTY A, such approval not to be unreasonably withheld. In the event the prior approval of PARTY A has not been obtained, PARTY A shall have the right to instruct Party B to reinstate or demolish the un-authorized demolished, altered or reconstructed building (as the case may be). In the event of non-compliance to reinstate or demolish the building, PARTY A shall have the right to enforce its order. All fees and expenses shall be borne by Party B.

MMID: IP-P2C-GAYA-MOTOR-(20.1)ACR-COORDINATES

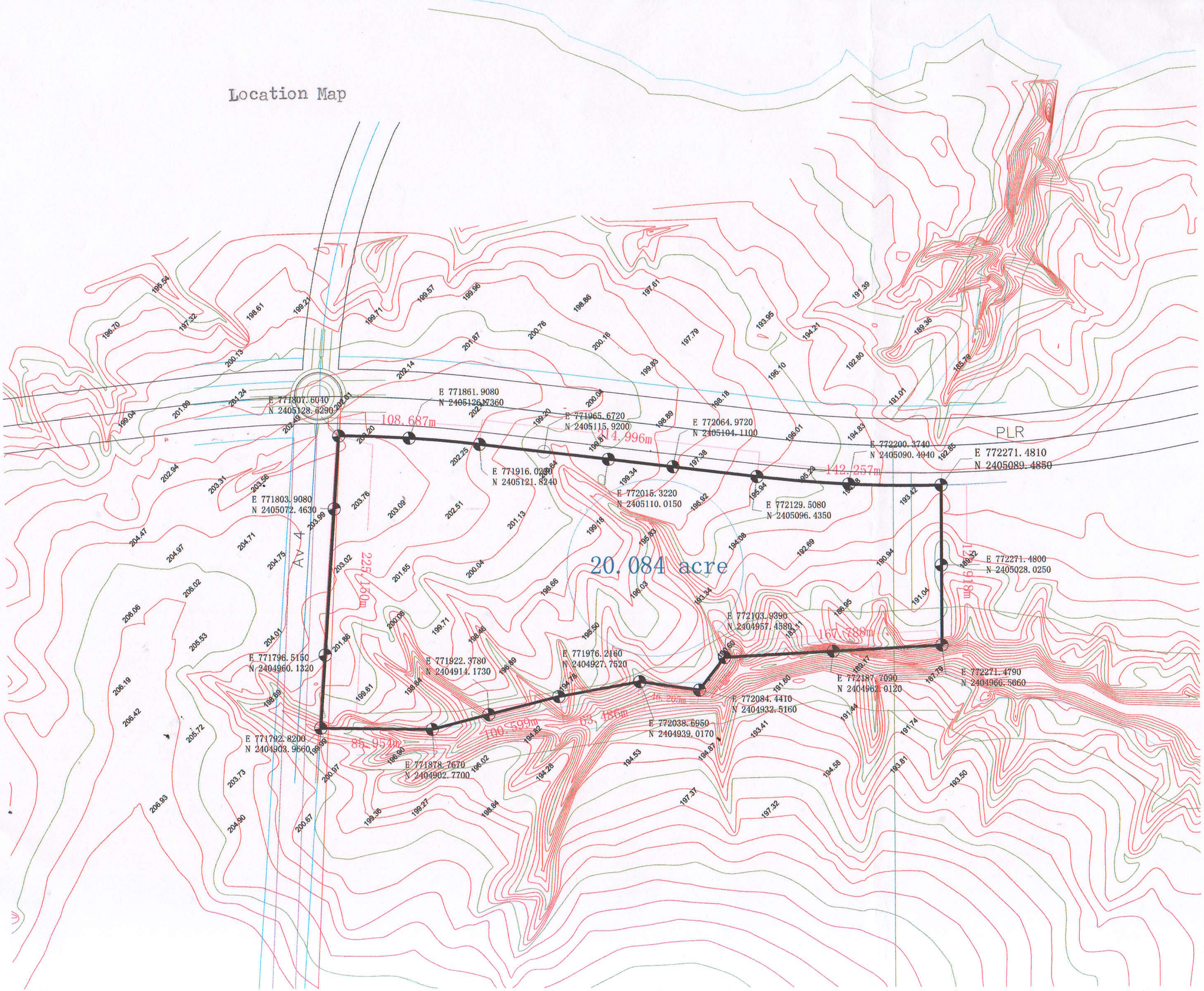
(BLOCK B-1-1)

REV: D



"Plot number: B-1-1, Block: Factory Area, Zone: 2C, Myotha Industrial Park, between Myotha & Nabu-aing Village, Ngazun Township, Myingyan District, Mandalay Region."

Location Map



မန္တလေးစက်မှုလုပ်ငန်းများ ဖွံ့ ဖြိုးရေးအာဏာပိုင်အဖွဲ့

Mandalay Industrial Development Authority

(မန္တလေးတိုင်းဒေသကြီး အစိုးရအဖွဲ့)

နှင့်

မန္တလေးမြို့သာစက်မှုဖွံ့ဖြိုးတိုးတက်ရေးအများပိုင်ကုမ္ပဏီလီမိတက်

Mandalay Myotha Industrial Development Public Co., Ltd

တို့၏

မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ ငါန်းဇွန်မြို့နယ်

မြို့သာနှင့်နဘူးအိုင်ရွာအကြား

စက်မှုဥယျာဉ် (မြို့သာ) တည်ဆောက်ခြင်းလုပ်ငန်းအား

ခွဲဝေစံစားသည့်စနစ်ဖြင့် အကျိုးတူပူးပေါင်းဆောင်ရွက်ရန်

လုပ်ငန်းသဘောတူစာချုပ်

မာတိကာ

စဉ်	အကြောင်းအရာ	စာမျက်နှာ
၁။	ရည်ရွယ်ချက်	၁
၂။	ကိုယ်စားပြုခြင်းနှင့် အာမခံခြင်း	၂
၃။	အဓိပ္ပါယ်ဖွင့်ဆိုချက်	၂
၄။	လုပ်ငန်းအစီအစဉ်	၃
၅။	ရင်းနှီးမြှုပ်နှံမှုပမာဏ	၃
၆။	စာချုပ်သက်တမ်း	၃
၇။	အထွေထွေတာဝန်များ	၄
၈။	လုပ်ပိုင်ခွင့်ရှိသောမြေဧရိယာ	၅
၉။	စက်မှုဇုန်ရန်ပုံငွေ	၅
၁၀။	အကျိုးတူပူးပေါင်းဆောင်ရွက်ခြင်း	၅
၁၁။	စက်မှုဇုန်မြေကွက်ဈေးနှုန်းများသတ်မှတ်ခြင်း	၅
၁၂။	အခွန်အကောက်များ	၆
၁၃။	အာမခံထားရှိခြင်း	၆
၁၄။	ဆုငွေ	၆
၁၅။	ငွေပေးချေခြင်း	၆
၁၆။	လုပ်ငန်းသုံးစက်ပစ္စည်းကရိယာများ	၆
၁၇။	အနုညာတစီရင်ဆုံးဖြတ်ခြင်း	၇
၁၈။	စီမံခန့်ခွဲခြင်း	၇
၁၉။	ဘဏ်အာမခံငွေ	၈
၂၀။	ရပ်စဲခြင်း	၉
၂၁။	လျှို့ဝှက်ထိန်းသိမ်းခြင်း	၉
၂၂။	မှတ်တမ်းများ၊ ငွေစာရင်းများနှင့် စာရင်းစစ်ဆေးခြင်း	၉
၂၃။	မလွန်ဆန်နိုင်သောဖြစ်ရပ်များ	၁၀

စဉ်	အကြောင်းအရာ	စာမျက်နှာ
၂၄။	အထွေထွေ	၁၀
၂၅။	စာချုပ်အားလွှဲပြောင်းခြင်း	၁၁
၂၆။	စာချုပ်အားပြင်ဆင်ဖြည့်စွက်ခြင်း	၁၁
၂၇။	စာချုပ်အားပြန်လည်ညှိနှိုင်းခြင်း	၁၂
၂၈။	အကျိုးသက်ရောက်မှု	၁၂
၂၉။	အစစ်အမှန်ဖြစ်ခြင်း	၁၂

နောက်ဆက်တွဲများ

၁။	ခွင့်ပြုလုပ်ကွက်ပါ နယ်နမိတ်မြေပုံ (၂) ပုံ	နောက်ဆက်တွဲ(က)

စက်မှုဥယျာဉ် (မြို့သာ) တည်ဆောက်ခြင်းလုပ်ငန်းအား ခွဲဝေခံစားသည့်စနစ်ဖြင့် အကျိုးတူပူးပေါင်းဆောင်ရွက်ရန် လုပ်ငန်းသဘောတူစာချုပ်

ဤသဘောတူစာချုပ်ကို ၂၀၁၃ ခုနှစ်၊ ဇန်နဝါရီလ (၉) ရက်နေ့တွင် ဒေါက်တာမြင့်ကြူ (ဝန်ကြီး လျှပ်စစ်နှင့်စက်မှုဝန်ကြီးဌာန မန္တလေးတိုင်းဒေသကြီး အစိုးရအဖွဲ့)ကို ကိုယ်စားပြုသော **မန္တလေးစက်မှုလုပ်ငန်းများ ဖွံ့ဖြိုးရေးအာဏာပိုင်အဖွဲ့** မန္တလေးမြို့ (နောင်တွင် **"MIDA"** ဟုခေါ်ဆိုမည်ဖြစ်ပြီး ယင်းစကားရပ်၌ ၎င်းအားဆက်ခံသူများ၊ တရားဝင်ကိုယ်စားလှယ်များ၊ ဥပဒေအရ လွှဲအပ်ခြင်းခံရသူများပါဝင်သည်) ကတစ်ဖက်နှင့် ဦးထွန်းထွန်းအောင် နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ် (၉/မရမ (နိုင်) ဝ၅၄ဝ၉၈)၊ မန်နေဂျင်း ဒါရိုက်တာ ကိုယ်စားပြုသော **မန္တလေးမြို့သာစက်မှုဖွံ့ဖြိုးတိုးတက်ရေးအများပိုင်ကုမ္ပဏီလီမိတက်** မန္တလေးမြို့ (နောင်တွင် **"Developer"** ဟုခေါ်ဆိုမည်ဖြစ်ပြီး ယင်းစကားရပ်၌ ၎င်းအားဆက်ခံသူများ၊ ဥပဒေအရ လွှဲအပ်ခြင်း ခံရသူများ ပါဝင်သည်) က အခြားတစ်ဖက်တို့သည် အောက်ပါသဘောတူညီချက်များနှင့်အညီ နှစ်ဖက်သဘောတူစာချုပ်ကို ချုပ်ဆိုကြပါသည်။

အပိုင်း (၁)

ရည်ရွယ်ချက်

၁။ အောက်ပါအတိုင်းရည်ရွယ်ချက်များထားရှိပါသည် –

၁.၁ နှစ်ဦးနှစ်ဖက်ရရှိဝင်ငွေပေါ် ခွဲဝေခံစားမှုစနစ်ကို အခြေခံ၍ မြန်မာနိုင်ငံအလယ်ပိုင်း၊ မန္တလေးတိုင်းဒေသကြီး မိုးခေါင်ရေရှားရပ်ဝန်းတစ်ခုဖြစ်သော စီမံကိန်းသီးနှံများ စိုက်ပျိုးလုပ်ကိုင်နိုင်မှုအခြေအနေနည်းပါးသော ဒေသဖွံ့ဖြိုးမှုအနည်းဆုံးဖြစ်သည့် မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်နှင့် ငါန်းဇွန်မြို့နယ် မြို့သာနှင့်နဘူးအိုင်ရွာအကြား စက်မှုဥယျာဉ် (မြို့သာ) တည်ဆောက်ခြင်းလုပ်ငန်းအား **Developer** နှင့် **MIDA** တို့ ပူးပေါင်းဆောင်ရွက်ရန်၊

၁.၂ နိုင်ငံတော်သမ္မတကြီး၏ လမ်းညွှန်ချက်နှင့် အညီကျေးလက်နေတောင်သူလယ်သမားများ ဆင်းရဲနွမ်းပါးမှုလျှော့ချ၍ လူမှုစီးပွားဘဝ ဖွံ့ဖြိုးတိုးတက်လာစေရေးကို **MIDA** နှင့် **Developer** တို့မှ ပူးပေါင်းဆောင်ရွက်ရန်၊

၁.၃ **MIDA** မှ စက်မှုဥယျာဉ် (မြို့သာ) ထူထောင်နိုင်ရေးအတွက်လိုအပ်သော မြေဧက (၁ဝဝဝဝ) ရရှိရေးဆောင်ရွက်ပြီး **Developer** မှ ငွေကြေးကုန်ကျစရိတ်များကျခံ၍စီမံခန့်ခွဲခြင်း၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များဆောင်ရွက်ခြင်းတို့ကိုတာဝန်ယူ၍ပြည်တွင်း၊ ပြည်ပ **Invester** များထံမှ လိုအပ်သည့် မြေငှားရမ်းအသုံးပြုခြင်းအပေါ် ရရှိလာသည့်ဝင်ငွေများ အနက် ၂ဝ% ကို **MIDA** သို့ **Developer** မှ ပေးသွင်းရမည်။ ကျန် ၈ဝ% ကို **Developer** မှ စက်မှုဥယျာဉ်

တစ်ခုလုံး လိုအပ်သည့် တည်ဆောက်ရေးလုပ်ငန်းများဖြစ်သော မြေသားများစနစ်တကျ ပြုပြင်ဖော်ထုတ်ခြင်း၊ လမ်း၊ တံတား၊ ရေနုတ်မြောင်းများနှင့် လျှပ်စစ်ဓာတ်အားလိုင်းများ သွယ်တန်းခြင်း၊ ရေရရှိရေးနှင့် ဆက်သွယ်ရေး စသည့် **Infrastructure** ဆိုင်ရာလုပ်ငန်းများ ဆောင်ရွက်ရေး ကုန်ကျစရိတ်များအတွက် အသုံးပြုပြီး ကျန်ငွေများကိုသာ **Developer** အတွက် အကျိုးခံစားခွင့် ခွဲဝေခံစားသည့်စနစ်ဖြင့် ဆောင်ရွက်ကြရန်၊

အပိုင်း (၂)

ကိုယ်စားပြုခြင်းနှင့် အာမခံခြင်း

၂။ ဤသဘောတူစာချုပ်ကို ချုပ်ဆိုကြသောအဖွဲ့အစည်း ပုဂ္ဂိုလ်တို့သည် ဤသဘောတူစာချုပ်ကို ချုပ်ဆိုနိုင်ရန်အတွက် တည်ဆဲဥပဒေအရလုပ်ပိုင်ခွင့်၊ အခွင့်အာဏာနှင့် စီးပွားရေးအရ ခိုင်မာတောင့်တင်းခြင်းရှိကြောင်း အသီးသီးကိုယ်စားပြုအာမခံကြသည်။

အပိုင်း (၃)

အဓိပ္ပါယ်ဖွင့်ဆိုချက်

၃။ ဤသဘောတူစာချုပ်တွင် နောင်သုံးမည့် စကားရပ်များအတွက် အဓိပ္ပါယ်ဖွင့်ဆိုချက်များမှာ အောက်ပါအတိုင်းဖြစ်သည် –

၃.၁ **"Developer"** ဆိုသည်မှာ မန္တလေးမြို့သာစက်မှုဇုန်ဖွံ့ဖြိုးတိုးတက်ရေးအများပိုင်ကုမ္ပဏီလီမိတက်ကို ဆိုလိုသည်။

၃.၂ **Investment Coordination Board (ICB) ရင်းနှီးမြှုပ်နှံမှု ပေါင်းစည်းညှိနှိုင်းရေးဘုတ်အဖွဲ့** ဆိုသည်မှာ Developer နှင့် MIDA တို့ ပူးတွဲဖွဲ့စည်းသည့် ဘုတ်အဖွဲ့ကို ဆိုလိုသည်။

၃.၃ **Mandalay Region Government (MRG)** ဒေသဆိုင်ရာအစိုးရ ဆိုသည်မှာ မန္တလေးတိုင်းဒေသကြီးအစိုးရ ကိုဆိုလိုသည်။

၃.၄ **အစိုးရ** ဆိုသည်မှာ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရကို ဆိုလိုသည်။

၃.၅ **Mandalay Industrial Development Authority (MIDA) မန္တလေးစက်မှုလုပ်ငန်းများဖွံ့ဖြိုးရေးအာဏာပိုင်အဖွဲ့** ဆိုသည်မှာ မန္တလေးတိုင်းရှိ စက်မှုလုပ်ငန်းများနှင့် စက်မှုဇုန်တည်ထောင်ခြင်းကို ကြီးကြပ်ရေး၊ ရည်ရွယ်ချက်အတွက် ဒေသဆိုင်ရာအစိုးရအဖွဲ့က ပြဋ္ဌာန်းဥပဒေအရတည်ထောင်ထားသော အဖွဲ့ကိုဆိုလိုသည်။

၃.၆ **MMID** ဆိုသည်မှာ **Mandalay Myotha Industrial Development Public Co., Ltd** ကိုဆိုလိုသည်။

၃.၇ **ဘဏ္ဍာရေးနှစ်** ဆိုသည်မှာ နှစ်စဉ်ပြက္ခဒိန် (နှစ်တစ်နှစ်၏ ဧပြီလ (၁) ရက်နေ့မှအစပြု၍ နောင်လာမည့် မတ်လ (၃၁) ရက်နေ့အထိ (၁၂)လကာလကို ဆိုလိုသည်။

အပိုင်း (၄)

လုပ်ငန်းအစီအစဉ်

၄.၁ **Developer** သည် စက်မှုဥယျာဉ် (မြို့သာ) တည်ဆောက်ရေးလုပ်ငန်းအတွက် လုပ်ငန်း အစီအစဉ်ကို ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ခွင့်ပြုမိန့်ရပြီး ဤစာချုပ်လက်မှတ်ရေးထိုးပြီးသည့် နေ့မှစ၍ (၃) လ အတွင်း **MIDA** သို့တင်ပြရမည်။

၄.၂ **Developer** မှတင်ပြသောလုပ်ငန်းအစီအစဉ်များကို နှစ်ဦးနှစ်ဖက်ညှိနှိုင်းသဘောတူ အတည်ပြု ရမည်။ ထို့သို့ အတည်ပြုထားသော လုပ်ငန်းအစီအစဉ်များသည် ဤသဘောတူစာချုပ်၏ တစ်စိတ်တစ်ဒေသဖြစ်သည်။

၄.၃ **Developer** သည် စက်မှုဥယျာဉ် (မြို့သာ) တည်ဆောက်မှုလုပ်ငန်းအဆင့်များကို အထိရောက်ဆုံးနှင့် နိုင်ငံတကာမှ ကျင့်သုံးနေသည့် အင်ဂျင်နီယာ နည်းပညာ အဆင့်အတန်း များနှင့်အညီ ချမှတ်ဆောင်ရွက်ရမည်။

အပိုင်း (၅)

ရင်းနှီးမြှုပ်နှံမှုပမာဏ

၅.၁ **Developer** သည် စက်မှုဥယျာဉ် (မြို့သာ) တည်ဆောက်မှုလုပ်ငန်း အစီအစဉ်အတွက် ရင်းနှီးမြှုပ်နှံငွေပမာဏအဖြစ် နိုင်ငံခြားငွေ **USD ၄၈.၆၇ သန်း** အပါအဝင် စုစုပေါင်း **ကျပ်သန်း ၂၄၂၀၀၀** ကိုကျခံသုံးစွဲရင်းနှီးမြှုပ်နှံသွားမည်ဖြစ်ပြီး ရင်းနှီးမြှုပ်နှံငွေတစ်ရပ်လုံးကို **Developer** မှကျခံရမည်။

အပိုင်း (၆)

စာချုပ်သက်တမ်း

၆.၁ ဤသဘောတူစာချုပ်သက်တမ်းမှာ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ခွင့်ပြုသည့်နေ့မှစ၍ နှစ်ပေါင်း (၇၀) ဖြစ်ပါသည်။ စာချုပ်သက်တမ်းတိုးမြှင့်ပါက တစ်ကြိမ်လျှင် (၁၀)နှစ်ဖြင့် (၂)ကြိမ် သက်တမ်းတိုးနိုင်သည်။ သတ်မှတ် ခွင့်ပြုကာလမကုန်ဆုံးမီ (၆) လ အလိုတွင် **Developer** မှ နောက်ထပ်ကာလ တိုးမြှင့်ပေးနိုင်ရန်အတွက် **MIDA** သို့ စာဖြင့် လျှောက်ထားရမည်။ ယင်းသို့ သက်တမ်းတိုးမြှင့်ခြင်းသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ အတည်ပြုချက်ရမှသာလျှင် အတည်ဖြစ်စေရမည်။

အပိုင်း (၇)

အထွေထွေတာဝန်များ

၇.၁ **Developer** သည် အောက်ပါတို့ကို တာဝန်ယူရမည် -

(က) ဤစာချုပ်အရ အထက်အပိုဒ် ၄.၁ ပါအတည်ပြုထားပြီးဖြစ်သော လုပ်ငန်းအစီအစဉ်များအတိုင်းသာ စက်မှုဥယျာဉ် (မြို့သာ) တည်ဆောက်ခြင်းလုပ်ငန်းကို ပြုလုပ်ရမည်။

(ခ) စက်မှုဥယျာဉ် (မြို့သာ) တည်ဆောက်ခြင်းလုပ်ငန်း ဆောင်ရွက်ရာတွင်အရည်အသွေး စံချိန်စံညွှန်းအပြည့်အဝရရှိနိုင်ရေးအတွက် လုပ်ငန်းကျွမ်းကျင်သူများကို လုံလောက်စွာ ခန့်ထားဆောင်ရွက်ရမည်။

(ဂ) လုပ်ငန်းအစီအစဉ်များဆောင်ရွက်ရာတွင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရက ပြဋ္ဌာန်းထုတ်ပြန်ထားသော စက်မှုဇုန်ဥပဒေ၊ နည်းဥပဒေ လုပ်ထုံးလုပ်နည်းအမိန့်ကြော်ငြာစာများ ညွှန်ကြားချက်များနှင့် အညီဆောင်ရွက်ရမည်။

(ဃ) ကျွမ်းကျင်မှုဆိုင်ရာ သုံးသပ်ချက်များပါဝင်သော သုံးလပတ်နှင့် နှစ်ချုပ်အစီရင်ခံစာများကို သက်ဆိုင်ရာ သုံးလပတ်နှင့် နှစ်ကုန်ဆုံးပြီး (၁၀) ရက်အတွင်း အချိန်မှီပေးပို့ရမည်။

(င) ဤစာချုပ်ပါ လုပ်ငန်းများကို အကောင်အထည်ဖော် ဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင် လေထု၊ မြေထု၊ ရေထု ညစ်ညမ်းမှုမရှိစေရန်နှင့် သဘာဝအနေအထား ပျက်စီးမှုမရှိစေရန် လည်းကောင်း ပတ်ဝန်းကျင်နယ်မြေတွင် အလားတူဆောင်ရွက်မှုများကို ထိပါးနှောင့်ယှက်ခြင်း မရှိစေရန်လည်းကောင်း လိုအပ်သော အကာအကွယ်များကို ကြိုတင်စီမံဆောင်ရွက်ထားရမည်။

(စ) စက်မှုဥယျာဉ် (မြို့သာ) တည်ဆောက်သည့်လုပ်ငန်းကြောင့် ဒေသအတွင်းတည်ရှိနေသော လယ်ယာမြေ၊ အိမ်၊ ခြံတို့နှင့် ပတ်သက်၍ ထိခိုက်မှုရှိလျှင် သက်ဆိုင်ရာအာဏာပိုင်များ သတ်မှတ်ပေးထားသော တန်ဘိုးကိုလျော်ကြေး အဖြစ်ပေးချေရမည်။

၇.၂ **MIDA** သည် အောက်ပါတို့ကို တာဝန်ယူရမည် -

(က) စက်မှုဥယျာဉ် (မြို့သာ) တည်ဆောက်ရေးအတွက်လိုအပ်သည့် မြေဧက(၁၀၀၀၀)ရရှိရေး အတွက် ကူညီပေးရမည်။

(ခ) စက်မှုဥယျာဉ် (မြို့သာ)တည်ဆောက်ရေးအတွက် လိုအပ်သည့် ခွင့်ပြုမိန့်များရရှိရေးကို ကူညီပေးရမည်။

အပိုင်း (၈)

လုပ်ပိုင်ခွင့်ရှိသောမြေဧရိယာ

၈။ ဤသဘောတူစာချုပ်အရ လုပ်ပိုင်ခွင့်ရှိသော မြေဧရိယာသည် ဤစာချုပ်နှင့် ပူးတွဲပါရှိသည့် နောက်ဆက်တွဲ(က) မြေပုံညွှန်းနှင့်တကွ ဖော်ပြထားသည့်ဧရိယာနယ်နိမိတ်အတိုင်းဖြစ်သည်။

အပိုင်း (၉)

စက်မှုဇုန်ရန်ပုံငွေ

၉။ စက်မှုဥယျာဉ် (မြို့သာ) ဖွံ့ဖြိုးတိုးတက်ရေးအတွက်လိုအပ်သော အသုံးစရိတ်များ ကျခံသုံးစွဲနိုင်ရန် စက်မှုဇုန်အတွင်း လုပ်ငန်းရှင်များမှ ရန်ပုံငွေရရှိရေး ပေးဆောင်ရမည်။

အပိုင်း (၁၀)

အကျိုးတူပူးပေါင်းဆောင်ရွက်ခြင်း

၁၀.၁ မန္တလေးမြို့သာစက်မှုဖွံ့ဖြိုးတိုးတက်ရေးအများပိုင်ကုမ္ပဏီလီမိတက်အနေဖြင့် မန္တလေးစက်မှုလုပ်ငန်းများ ဖွံ့ဖြိုးရေး အာဏာပိုင်အဖွဲ့၊ မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့သို့ ရရှိလာမည့်စုစုပေါင်းဝင်ငွေ၏ ၂၀ % ကို ပေးသွင်းသွားရမည်ဖြစ်ပါသည်။ ကုမ္ပဏီအနေဖြင့် ကျန်ရှိသည့်ဝင်ငွေကို နိုင်ငံခြား အဆင့်မြင့်အဖွဲ့အစည်းမှ **Master Plan** နှင့် **Design** များ အသေးစိတ်ရေးဆွဲခြင်း၊ စက်မှုဥယျာဉ်အတွင်း မြေသားများကို စနစ်တကျ ပြုပြင်ဖော်ထုတ်ခြင်း၊ လမ်း၊ တံတား၊ ရေနုတ်မြောင်းများနှင့် လျှပ်စစ်ဓာတ်အားလိုင်းများ သွယ်တန်းခြင်း၊ ရေရရှိရေးနှင့် ဆက်သွယ်ရေး စသည့် **Infrastructure** ဆိုင်ရာလုပ်ငန်းများအား ဆောင်ရွက်ပေးရမည်။ ထို့အပြင် အနီးပတ်ဝန်းကျင် ကျေးလက်ဒေသ ဖွံ့ဖြိုးရေးဆိုင်ရာ လိုအပ်သည်များကို အတတ်နိုင်ဆုံး ပံ့ပိုးပေးရမည် ဖြစ်ပါသည်။

အပိုင်း (၁၁)

စက်မှုဥယျာဉ် မြေကွက်ဈေးနှုန်းများသတ်မှတ်ခြင်း

၁၁။ စက်မှုဥယျာဉ်မြေကွက်များအတွက် ရင်းနှီးမြှုပ်နှံမှုပေါင်းစည်းညှိနှိုင်းရေးဘုတ်အဖွဲ့ **(ICB)** မှ စီးပွားရေးအောင်မြင်မှုအပေါ် အခြေပြုသည့် ဒေသပေါက်ဈေးကို သတ်မှတ်ပေးရမည်။

အပိုင်း (၁၂)

အခွန်အကောက်များ

၁၂။ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရနှင့် တိုင်းဒေသကြီးအစိုးရအဖွဲ့တို့မှ အခါအားလျော်စွာ သတ်မှတ်ပြဋ္ဌာန်းထားသော အခွန်အကောက်များကိုစက်မှုဥယျာဉ်အတွင်းမှ သက်ဆိုင်ရာ လုပ်ငန်းရှင်များ၊ **Invester** များ မှပေးဆောင်ရမည်။

အပိုင်း (၁၃)

အာမခံထားရှိခြင်း

၁၃။ **Developer** နှင့် **Invester** များသည် မြန်မာ့အာမခံဥပဒေအရ လိုအပ်သောအာမခံများထားရှိရန် တာဝန်ရှိသည်။

အပိုင်း (၁၄)

ဆုငွေ

၁၄။ **Developer** သည် စာချုပ်လက်မှတ်ရေးထိုးသည့် နေ့ရက်တွင် **MIDA** သို့ စာချုပ်ချုပ်ဆိုရန် **လက်မှတ်ရေးထိုးမှုဆုငွေ (Signature Bonus)** အဖြစ် ငွေကျပ် ၁၀၀၀၀၀၀၀၀/(ကျပ်သိန်း တစ်ရာတိတိ) ပေးသွင်းရမည်။

အပိုင်း (၁၅)

ငွေပေးချေခြင်း

၁၅။ **Developer** သည် **MIDA** သို့ပေးရန်ရှိသောငွေများဖြစ်သည့် စက်မှုဥယျာဉ်မြေကွက်များ ရောင်းရငွေကို ရောင်းချပြီးသည့်နေ့မှ ရက်ပေါင်း (၃၀) အတွင်းပေးချေရမည်။

အပိုင်း (၁၆)

လုပ်ငန်းသုံးစက်ပစ္စည်းကိရိယာများ

၁၆။ **Developer** သည် စက်မှုဥယျာဉ် (မြို့သာ) တည်ဆောက်မှုလုပ်ငန်းအတွက် အသုံးပြုရန် လိုအပ်သည့်စက်၊ စက်ပစ္စည်းများနှင့် ယာဉ်ယန္တရားများကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ သဘောတူခွင့်ပြုချက်ရရှိမှသာ တင်သွင်းခွင့်ရှိသည်။

အပိုင်း (၁၇)

အငြင်းပွားမှုကို ဖြေရှင်းခြင်း

၁၇။ ဤသဘောတူစာချုပ်နှင့် ပတ်သက်၍ အငြင်းပွားမှုတစ်စုံတစ်ရာ ပေါ်ပေါက်လာပါက နှစ်ဦး နှစ်ဖက် ပြေလည်စွာ ညှိနှိုင်းဖြေရှင်းရမည်။ ထို့သို့ ဖြေရှင်း၍မရပါက ထိုအငြင်းပွားမှုကိုတစ်ဖက်စီက တစ်ဦးစီခန့်ထားသော ခုံလူကြီးနှစ်ဦးစီဖြင့် ဖြေရှင်းရမည်။ ခုံလူကြီးနှစ်ဦးက ဖြေရှင်းမဆုံးဖြတ်နိုင်လျှင် ခုံလူကြီးနှစ်ဦးက ရွေးချယ်ခန့်ထားသော သမာဓိလူကြီး၏ အဆုံးအဖြတ်ကို ခံယူရမည်။ ခုံလူကြီးနှစ်ဦး (သို့မဟုတ်) သမာဓိလူကြီး၏ ဆုံးဖြတ်ချက်သည် အပြီးဖြစ်စေရမည့်အပြင် နှစ်ဖက်အမှုသည်များအပေါ်၌လည်း အတည်ဖြစ်စေရမည်။ အနုညာတစီရင်ဆုံးဖြတ်ခြင်းဆိုင်ရာ လုပ်ထုံးလုပ်နည်းများသည် ၁၉၄၄ ခုနှစ်၊ မြန်မာနိုင်ငံ အနုညာတစီရင်ဆုံးဖြတ်ခြင်း အက်ဥပဒေ (မြန်မာနိုင်ငံ အက်ဥပဒေ အမှတ် ၄/၁၉၄၄)နှင့် နောက်ပိုင်းထုတ်ပြန်သော တည်ဆဲပြင်ဆင်ချက် များနှင့်အညီ ဖြစ်စေရမည်။ အနုညာတစီရင် ဆုံးဖြတ်မည့်နေရာသည် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်၊ မန္တလေးတိုင်းဒေသကြီး၊ မန္တလေးမြို့တွင် ဖြစ်စေရမည်။ အမှုအတွက်ကုန်ကျ စရိတ်များကို အမှုရှုံးသူကကျခံရမည်။

အပိုင်း (၁၈)

စီမံခန့်ခွဲခြင်း

၁၈.၁ **MIDA**နှင့် **Developer**တို့၏ ကိုယ်စားလှယ်များပါဝင်သော စီမံခန့်ခွဲရေးကော်မတီတစ်ခု ရင်းနှီးမြှုပ်နှံမှုပေါင်းစည်းညှိနှိုင်းရေးဘုတ်အဖွဲ့ **(ICB)** ကို ဖွဲ့စည်း၍ စက်မှုဥယျာဉ် (မြို့သာ) ဖော်ထုတ်ရေးနှင့် ပတ်သက်သော လုပ်ငန်းစဉ်များ၊ ဘဏ္ဍာရေးကိစ္စများ၊ စီမံခန့်ခွဲမှုကိစ္စများ၊ သဘာဝဘေးအန္တရာယ် လုံခြုံစိတ်ချရေး ကိစ္စရပ်များအပါအဝင် ဤစာချုပ်ပါ လုပ်ငန်းအရပ်ရပ်ကို စီမံခန့်ခွဲရေးကော်မတီ၏ အဆုံးအဖြတ်ဖြင့် ဆောင်ရွက်ရမည်။

၁၈.၂ ဤဘုတ်အဖွဲ့တွင် အဖွဲ့ဝင် (၉) ဦးပါဝင်ပြီး **MIDA**မှ (၃) ဦး **Developer** မှ (၆) ဦး ပါဝင်စေလျှက် **MIDA**၏ အဖွဲ့ဝင်တစ်ဦးသည် ဥက္ကဋ္ဌဖြစ်စေရမည်။ ဥက္ကဋ္ဌမှ ဘုတ်အဖွဲ့၏ အတွင်းရေးမှူးတစ်ဦးကို ခန့်ထားရမည်။

၁၈.၃ ဘုတ်အဖွဲ့သည် မန္တလေးမြို့ (သို့မဟုတ်) နှစ်ဖက်သဘောတူညီချက်ရရှိထားသော အခြား သင့်လျော်ရာ နေရာတွင် (၃) လ တစ်ကြိမ် တွေ့ဆုံညှိနှိုင်းဆွေးနွေးရမည်။ လိုအပ်ပါက ဥက္ကဋ္ဌသည် အချိန်မရွေး ဤဘုတ်အဖွဲ့၏ အစည်းအဝေးကို ခေါ်နိုင်သည်။

၁၈.၄ ဘုတ်အဖွဲ့ဝင်များ၏ အစည်းအဝေးပြုလုပ်သည့်နေ့အတွက် အခကြေးငွေများ (သို့မဟုတ်) အခြားစရိတ်များကို (ICB)၏ အဆုံးအဖြတ်ဖြင့်သာ သတ်မှတ်ဆောင်ရွက်ရမည်။ ယင်းအခကြေးငွေကို **Developer** မှ ကျခံရမည်။

၁၈.၅ **Developer** သည် နေ့စဉ်လုပ်ငန်းရပ်များ ကြီးကြပ်ကွပ်ကဲ ဆောင်ရွက်ရန်အတွက် မန်နေဂျာ တစ်ဦးကို ခန့်ထားရမည်ဖြစ်ပြီး မန်နေဂျာသည် လုပ်ငန်းအစီအစဉ်ကို လုပ်ငန်းစွမ်းဆောင် ရည်ပြည့်ဝစွာဖြင့် နိုင်ငံတကာအဆင့်မီ စီမံကြီးကြပ်ကွပ်ကဲ၍ ဆောင်ရွက်ရမည်။ ထို့သို့ ဆောင်ရွက်ရာတွင် စက်မှုဥယျာဉ်လုပ်ငန်းနှင့် ဆက်နွယ်သောစာချုပ်၊ လိုင်စင်၊ ပါမစ်၊ အခြား ကတိစာချုပ်စသည်များပါ အချက်အလက်များအတိုင်း ဆောင်ရွက်ရမည်။

၁၈.၆ **Developer** သည် အောက်ပါတာဝန်နှင့် လုပ်ပိုင်ခွင့်များကို မန်နေဂျာအားကြီးကြပ်လမ်းညွှန်ပေး၍ လုပ်ကိုင်ဆောင်ရွက်ရမည် -

(က) လုပ်ငန်းအဝဝနှင့် သက်ဆိုင်သော သုံးလပတ်အစီရင်ခံစာ၊ နှစ်ချုပ်အစီရင်ခံစာများ ရေးဆွဲခြင်း။

(ခ) အထက်အပိုဒ် (က) ပါ အစီရင်ခံစာမိတ္တူများအား ရင်းနှီးမြှုပ်နှံမှုပေါင်းစည်းညှိနှိုင်းရေး ဘုတ်အဖွဲ့သို့ ပုံမှန်တင်ပြ အစီရင်ခံခြင်း။

အပိုင်း (၁၉)

ဘဏ်အာမခံငွေ

၁၉.၁ **Developer** သည် ဤစာချုပ်လက်မှတ်ရေးထိုးပြီးနောက် ရက် (၃၀) အတွင်း (၅) နှစ်သက်တမ်း ရှိ ဘဏ်အာမခံငွေ **ကျပ် ၁၀၀၀၀၀၀၀၀/- (ကျပ်သိန်းတစ်ရာတိတိ)** ကို ဘဏ်တစ်ခုခုတွင် ထားရှိရမည်။

၁၉.၂ ဤစာချုပ်ပါ သဘောတူညီချက်များအတိုင်း ဆောင်ရွက်ရန် **Developer** မှပျက်ကွက်ခဲ့လျှင် အပိုင်း (၂၀) ပါအတိုင်းစာချုပ်ကို ရပ်စဲ၍ **MIDA** မှ ဘဏ်အာမခံငွေကို သိမ်းယူနိုင်သည် ဘဏ်အာမခံငွေထားရှိ၍ (၅) နှစ်သက်တမ်းကုန်ဆုံးပြီးလျှင်သော်လည်းကောင်း၊ နှစ်ဖက်သဘောတူ စာချုပ်ဖျက်သိမ်းလျှင်သော်လည်းကောင်း **MIDA** သည် **Developer** မှပေးရန်ကျန်ရှိသော ကြွေးမြီများကို နုတ်၍ကျန်ရှိသော ဘဏ်အာမခံငွေကို **Developer** သို့ပြန်ပေးရမည်။

အပိုင်း (၂၀)

ရပ်စဲခြင်း

၂၀.၁ ဤစာချုပ်ကို ဖော်ပြပါ အချက်အလက်များအနက် တစ်ခုခုဖြစ်ပေါ်လာပါက မည်သည့်ဖက်ကမဆို ရက်ပေါင်း (၃၀) ကြိုတင်သတိပေးပြီး မန္တလေးတိုင်းဒေသကြီးအစိုးရဖွဲ့၏ အတည်ပြုချက်ဖြင့် စာချုပ်ရပ်စဲနိုင်သည် -

(က) စက်မှုဥယျာဉ် (မြို့သာ) တည်ဆောက်မှုလုပ်ငန်းသည် (၂) နှစ် ဆက်တိုက်အဆက်မပြတ် အရှုံးပေါ်ပေါက်နေခြင်း။

(ခ) တစ်ဖက်ဖက်မှ စာချုပ်ပါ စည်းကမ်းချက်တစ်ရပ်ရပ်အား ဖောက်ဖျက်ခြင်း။

(ဂ) မမျှော်မှန်းနိုင်သော ဖြစ်ရပ်တစ်ခုသည် တစ်နှစ်ထက်ကျော်လွန်၍ ဖြစ်ပွားနေခြင်း။

(ဃ) စာချုပ်သက်တမ်းကုန်ဆုံးခြင်း။

၂၀.၂ ဤစာချုပ်၌ တစ်စုံတစ်ရာပါဝင်မှုမရှိစေကာမူ နှစ်ဦးနှစ်ဖက် ညှိနိုင်းသဘောတူညီချက်ရယူ၍ မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့၏ အတည်ပြုချက်ဖြင့် စာချုပ်ကို ရပ်စဲနိုင်သည်။

၂၀.၃ စာချုပ်ကို ရပ်စဲခြင်းအားဖြင့် စာချုပ်ပါ ရှေ့ဆက်လက်ဆောင်ရွက်ရမည့် တာဝန်ဝတ္တရားများ လုပ်ပိုင်ခွင့်များ၊ လုပ်ငန်းဆောင်ရွက်ရန် အချက်အလက်များအားလုံး လုံးဝပြီးပြတ်ပြီးဖြစ်သည်ဟု မှတ်ယူရမည်။ သို့ရာတွင် **Developer** သည် ပေးရန်တာဝန်များအတွက် ဆက်လက် တာဝန်ရှိစေရမည်။

အပိုင်း (၂၁)

လျှို့ဝှက်ထိန်းသိမ်းခြင်း

၂၁။ **Developer** သည် ဤစာချုပ်ပါ အချက်အလက်များ၊ စာချုပ်ပါတာဝန်များ၊ လုပ်ငန်း အစီအစဉ်များနှင့် အခြားသက်ဆိုင်သော သတင်းအချက်အလက်များကို ဥပဒေအရ ခွင့်ပြု ထားသည့် ကိစ္စမှအပ လျှို့ဝှက်အဆင့်တွင် ထားရှိရမည်။

အပိုင်း (၂၂)

မှတ်တမ်းများ၊ ငွေစာရင်းများနှင့် စာရင်းစစ်ဆေးခြင်း

၂၂.၁ **Developer** သည် ဤစာချုပ်ပါလုပ်ငန်းနှင့် ပတ်သက်သည့် မှတ်တမ်းများ၊ ငွေစာရင်းများ စသည်တို့ကို အများလက်ခံကျင့်သုံးသော စာရင်းဇယားထားသိုနည်းများအရ စာရင်းများ ထိန်းသိမ်းထားရှိရန် တာဝန်ရှိသည်။ စာရင်းဇယားများကို မြန်မာဘာသာဖြင့် ထားရမည်။

၂၂.၂ ဤစာချုပ်အရ **MIDA** သည်လုပ်ငန်းဆောင်ရွက်မှုများနှင့် ပတ်သက်၍ စစ်ဆေးခွင့်ရှိသည်။

အပိုင်း (၂၃)

မလွန်ဆန်နိုင်သောဖြစ်ရပ်များ

၂၃.၁ ဤစာချုပ်အရ ဆောင်ရွက်ရမည့်တာဝန်များ ပျက်ကွက်ခြင်း (သို့မဟုတ်) နှောင့်နှေးကြန့်ကြာမှုများဖြစ်ပေါ်လာလျှင် မလွန်ဆန်နိုင်သော ဖြစ်ရပ်နှင့်အညီဖြစ်ပါက နှစ်ဦးနှစ်ဖက်ကကင်းလွတ်ခွင့်ပြုရမည်။ ယင်းမလွန်ဆန်နိုင်သောဖြစ်ရပ်ကြောင့် တစ်ဖက်မှ မိမိလိုက်နာဆောင်ရွက်ရမည့် တာဝန်တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ၊ အားလုံးကိုဖြစ်စေ၊ ခေတ္တဆိုင်းငံ့ရမည့် အခြေအနေ ပေါ်ပေါက်လာလျှင် ထိုသို့ဆိုင်းငံ့ထားရမည့်ဖြစ်ရပ်နှင့် ဖြစ်တန်ရာသည့်ကာလတို့ကို ဖော်ပြလျက် ထိုဖြစ်ရပ်ပေါ်ပေါက်သည့်နေ့မှ တစ်ဆယ့်လေးရက်အတွင်း နစ်နာသူအခြားတစ်ဖက်သို့ စာဖြင့်အကြောင်းကြားရမည်။ ဤသို့ အကြောင်းကြားခြင်းကို အခြားတစ်ဖက်မှ အတည်ပြုလက်ခံမှသာလျှင် မလွန်ဆန်နိုင်သော ဖြစ်ရပ်မြောက်ပြီး ထိုနစ်နာသောအချိန်ကာလအတွက် တာဝန်ဝတ္တရားများ ရပ်ဆိုင်းရမည်။ ထိုမလွန်ဆန်နိုင်သော အခြေအနေများကို အမြန်ဆုံး ကျော်လွှားနိုင်အောင် ဆောင်ရွက်ရမည်။

၂၃.၂ အပိုဒ် (၂၃.၁) ပါ အတိုင်း မလွန်ဆန်နိုင်သော ဖြစ်ရပ်ပေါ်ပေါက်လာမှုကို တစ်ဖက်မှအသိ ပေးပြီး နှစ်ဦးနှစ်ဖက် အတည်ပြုလက်ခံထားသောဖြစ်ရပ်မှ ပေါ်ပေါက်လာသည့် ကြန့်ကြာမှု ဆုံးရှုံးမှုများအတွက် မည်သည့်ဘက်တွင်မှ တာဝန်မရှိစေရ။ မလွန်ဆန်နိုင်သောဖြစ်ရပ်ဆိုသည်မှာ နိုင်ငံတော်အစိုးရ၏ ကန့်သတ်တားမြစ်ချက်များ၊ တရားဥပဒေစိုးမိုးရေးနှင့် ငြိမ်ဝပ်ပိပြားမှု ပျက်ပြယ်ခြင်း၊ သဘာဝဘေးအန္တရာယ်ကျရောက်မှု၊ ရေကြောင်းဘေးအန္တရာယ်ကျရောက်မှု၊ သပိတ်မှောက်ခြင်း၊ အလုပ်သမားများ၏နှောင့်ယှက်မှုများ၊ စစ်ဖြစ်ပွားခြင်း၊ ပိတ်ဆို့မှု၊ ဆူပူမှု၊ ကူးစက်တတ်သော ရောဂါဖြစ်ပွားမှု၊ မြေပြိုခြင်း၊ ငလျင်လှုပ်ခြင်း၊ မုန်တိုင်းကျခြင်း၊ မိုးကြိုးပစ်ခြင်း၊ ရေကြီးခြင်း၊ ရေလွှမ်းမိုးခြင်း၊ ပေါက်ကွဲခြင်းများနှင့် အခြားအလားတူ ထိန်းချုပ်၍ မရနိုင်သော ဖြစ်ရပ်များ (သို့မဟုတ်) မည်သည့်ဘက်ကမျှ ကြိုးစားအားထုတ်မှုဖြင့် တားဆီးမရနိုင်သော ဖြစ်ရပ်များပါဝင်သည်။

အပိုင်း (၂၄)

အထွေထွေ

၂၄.၁ ဤစာချုပ်သည်သာလျှင် နှစ်ဦးနှစ်ဖက်အတည်ပြုထားသော သဘောတူညီချက်ဖြစ်သည်။ ဤကိစ္စနှင့် ပတ်သက်၍ ယခင်ကနှုတ်ဖြင့်သော်လည်းကောင်း၊ စာဖြင့်သော်လည်းကောင်း၊ သဘောတူညီချက် ရှိခဲ့လျှင် ထိုသဘောတူညီချက်များကိုဆက်လက်၍ အကျိုးသက်ရောက်မှုမရှိစေရ။

၂၄.၂ ဤစာချုပ်နှင့်ပတ်သက်၍ အကြောင်းကြားစာနှင့် အခြားဆက်သွယ်မှုများကို စာတိုက်၊ စကားပြောကြေးနန်း၊ တဲလက်စ်၊ ဖက်စ်မိုင်း၊ ကြိုးမဲ့ကြေးနန်း၊ ကြေးနန်းတို့ဖြင့်ပေးပို့သူက ကျသင့်ငွေကြိုတင်ပေးချေ၍ ပေးပို့ရမည်။ ထိုသို့ဆက်သွယ်ရာတွင် အောက်ဖော်ပြပါ လိပ်စာများ အတိုင်း ဆက်သွယ်ဆောင်ရွက်ရမည်။

MIDA	**Developer**
ဝန်ကြီး	မန်နေဂျင်းဒါရိုက်တာ
လျှပ်စစ်နှင့် စက်မှုလုပ်ငန်းများဖွံ့ဖြိုးရေး	မန္တလေးမြို့သာစက်မှုဖွံ့ဖြိုးတိုတက်ရေးအများပိုင်
အာဏာပိုင်အဖွဲ့	ကုမ္ပဏီလီမိတက်
မန္တလေးတိုင်းဒေသကြီးအစိုးရ၊ မန္တလေးမြို့	
ဖုန်း : ၀၂ - ၂၄၉၆၁	ဖုန်း : ၀၂ - ၆၅၉၅၈
ဖက်(စ်) : ၀၂ - ၂၄၉၆၁	ဖက်(စ်) : ၀၂ - ၇၃၀၈၈

၂၄.၃ တစ်ဖက်မှ တစ်ဖက်သို့ ဆက်သွယ်သောစာများကို လက်ခံရရှိကြောင်းပြန်ကြားရမည်။

အပိုင်း (၂၅)

စာချုပ်အားလွှဲပြောင်းခြင်း

၂၅။ **Developer** သည် **MIDA** နှင့် မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့၏ ကြိုတင်သဘောတူခွင့်ပြုချက်မရဘဲ ဤစာချုပ်ပါ တာဝန်ဝတ္တရားအားလုံးကို အခြားပုဂ္ဂိုလ်အဖွဲ့အစည်းများသို့လွှဲပြောင်းခြင်း သို့မဟုတ် လုပ်ငန်းတစ်စိတ်တစ်ဒေသကို အပ်နှံဆောင်ရွက်ခြင်းတို့ကို မပြုလုပ်ရ။

အပိုင်း (၂၆)

စာချုပ်အားပြင်ဆင်ဖြည့်စွက်ခြင်း

၂၆။ ဤစာချုပ်အား စာချုပ်ဝင်နှစ်ဖက်စလုံး၏ စာဖြင့် သဘောတူညီမှုမပါဘဲ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းလုံးဝမပြုလုပ်ရ။ ဤသဘောတူစာချုပ်အား ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများသည် မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့၏ ခွင့်ပြုချက်ရရှိမှသာလျှင် အတည်ဖြစ်စေရမည်။

အပိုင်း (၂၇)

စာချုပ်အား ပြန်လည်ညှိနှိုင်းခြင်း

၂၇.၁ စာချုပ်သက်တမ်းအတွင်း၌ **Developer** နှင့် **MIDA** တို့ ကြိုတင်မမျှော်မှန်းနိုင်သော အခြေအနေတစ်ခုခုပေါ်ပေါက်လာပါက နှစ်ဦးနှစ်ဖက် သဘောတူညီချက်ဖြင့် ဤစာချုပ်ကို ပြင်ဆင်နိုင်သည်။ သို့သော် စာချုပ်၏ မူလရည်ရွယ်ချက်အား ပျက်ပြယ်သွားခြင်းမရှိစေရ။

၂၇.၂ ဤစာချုပ်ပါနောက်ဆက်တွဲများသည် စာချုပ်၏ အစိတ်အပိုင်းတစ်ရပ်ဖြစ်စေရမည်။

အပိုင်း (၂၈)

အကျိုးသက်ရောက်မှု

၂၈။ ဤစာချုပ်သည် လက်မှတ်ရေးထိုးသည့်နေ့မှစ၍ သက်ဝင်အကျိုးသက်ရောက်ရမည်။

အပိုင်း (၂၉)

အစစ်အမှန်ဖြစ်ခြင်း

၂၉။ ဤစာချုပ်အား မြန်မာဘာသာဖြင့်ရေးသားပြီး မူရင်း (၂) အုပ်သာရှိ၍ တစ်ဖက်စီ၌ တစ်အုပ်စီ ရှိရမည်။ ဤသဘောတူစာချုပ်အား စာချုပ်၏အစဦးပိုင်းတွင် ဖော်ပြထားသော ရက်၊ လ၊ခုနှစ် တို့တွင် အောက်ပါအတိုင်း နှစ်ဦးနှစ်ဖက်သဘောတူ လက်မှတ်ရေထိုးကြပါသည်။

မန္တလေးစက်မှုလုပ်ငန်းများဖွံ့ဖြိုးရေး အာဏာပိုင်အဖွဲ့ (ကိုယ်စား)		Developer (ကိုယ်စား)	
လက်မှတ်	----------------	လက်မှတ်	----------------
အမည်	ဒေါက်တာမြင့်ကြူ	အမည်	ဦးထွန်းထွန်းအောင်
ရာထူး	ဝန်ကြီး	ရာထူး	မန်နေဂျင်းဒါရိုက်တာ
ဌာန	လျှပ်စစ်နှင့် စက်မှုလုပ်ငန်းဖွံ့ဖြိုးရေး အာဏာပိုင်အဖွဲ့၊မန္တလေးတိုင်းဒေသကြီး	ဌာန	မန္တလေးမြို့သာစက်မှုဖွံ့ဖြိုး တိုးတက်ရေး အများပိုင် ကုမ္ပဏီလီမိတက်

MANDALAY MYOTHA INDUSTRIAL DEVELOPMENT PUBLIC CO., LTD. ★ MMID ★

ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

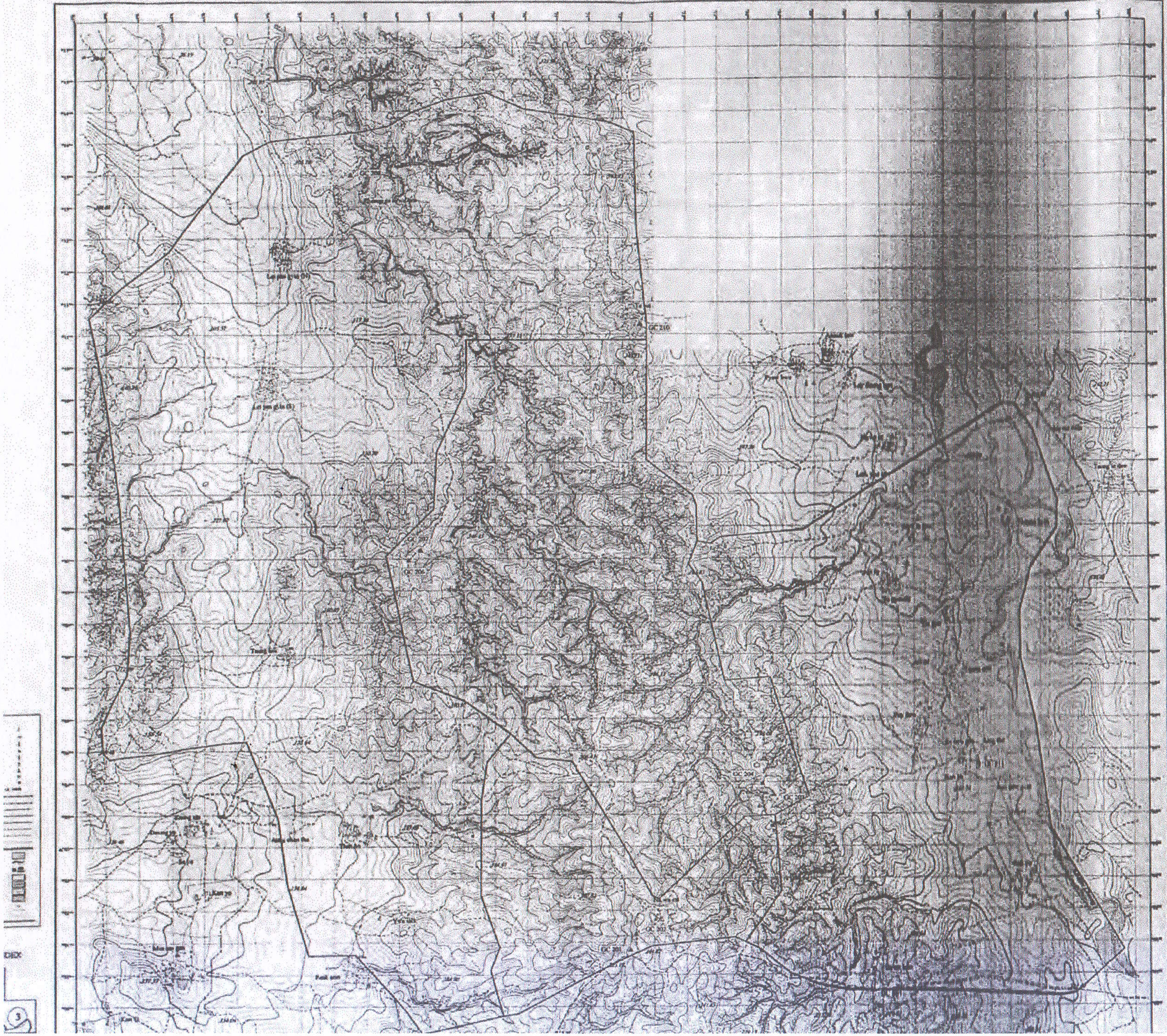
<u>အသိသက်သေများ</u>

လက်မှတ်	(signature)	လက်မှတ်	(signature)
အမည်	(ဦးအောင်ရဲ)	အမည်	ဦးကျော်ကျော်
ရာထူး	ဝန်ကြီး	ရာထူး	ဒါရိုက်တာ
မှတ်ပုံတင်အမှတ်	စီမံကိန်းနှင့်စီးပွားရေးဝန်ကြီးဌာန မန္တလေးတိုင်းဒေသကြီး	မှတ်ပုံတင်အမှတ်	၁၂/ဗဟန(နိုင်)၀၃၄၃၈၀
ဌာန		ဌာန	မန္တလေး မြို့သာစက်မှုဖွံ့ဖြိုး
နေရပ်လိပ်စာ		နေရပ်လိပ်စာ	တိုးတက်ရေး အများပိုင် ကုမ္ပဏီလီမိတက်

INDUSTRIAL AREA COMPOUND MAP

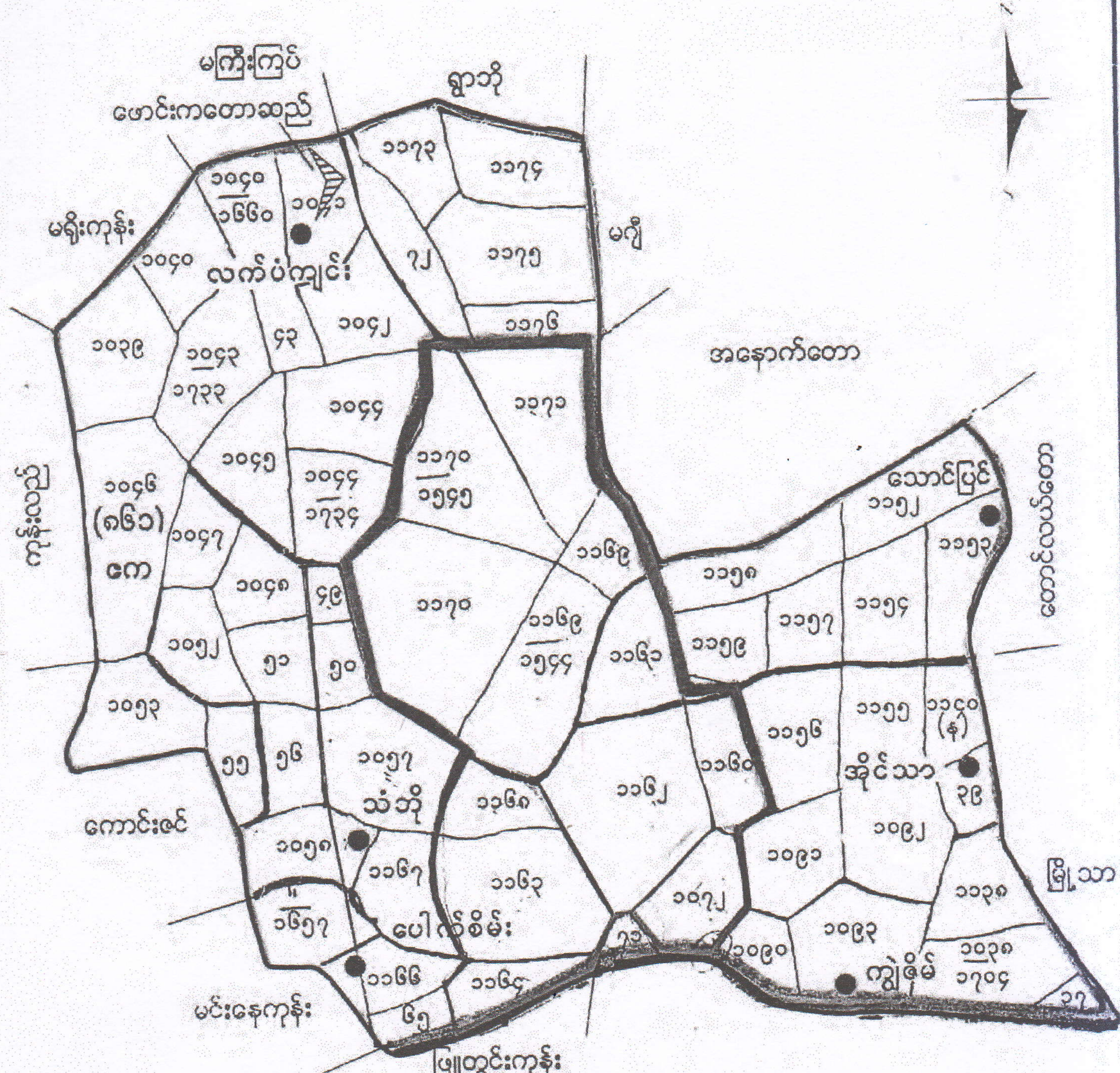
SCALE - 1 ; 25000

(NGAZUN TOWNSHIP, MYINGYAN DISTRICT, MANDALAY REGION)



Royal Hi- Tech Group Co.,Ltd မှ ဆောက်ရွက်မည့် စက်မှုဇုံ မြေနေရာကွင်းအလိုက် အညွှန်းပြမြေပုံ

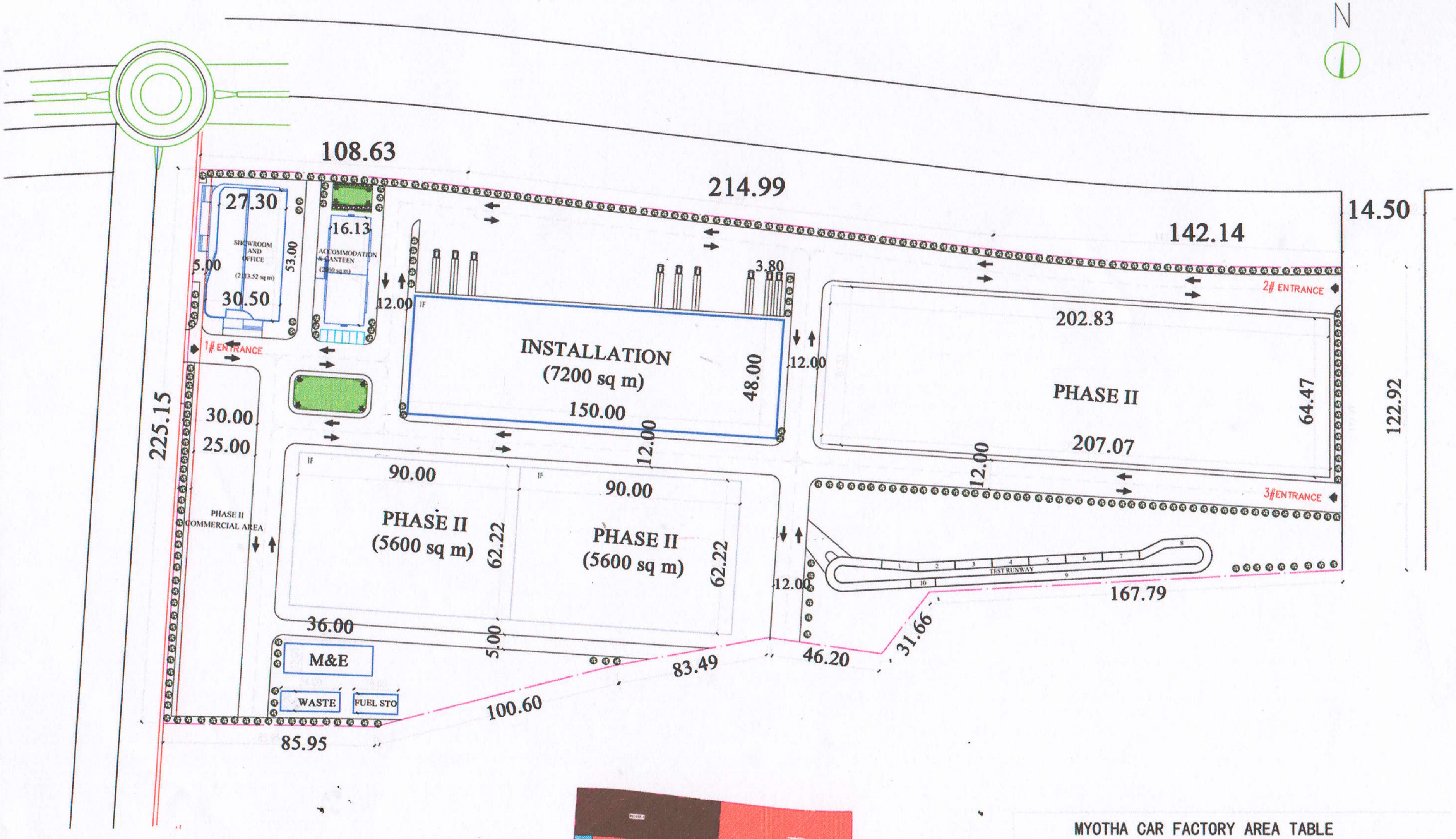
ငါန်းဇွန်မြို့ နယ်





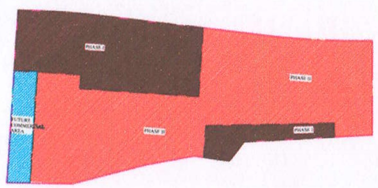
အဆိုပြုဧရိယာ - ၁၀၀၀၀ ဧကခန့်

Layout Plan



1
A 0.01

MASTER PLAN



KEY PLAN

PHASE-I

PHASE-II

FUTURE COMMERCIAL AREA

MYOTHA CAR FACTORY AREA TABLE

SITE AREA		81278 SQM (20.084 ACRES)	
PHASE I ON SITE AREA		25971 SQM	
BUILDING	NO.	TOTAL FLOOR AREA (SQM)	NOTE
OFFICE AND SHOWROOM	1	2113.52 SQM	3 STOREYED OFFICE
ACCOMMODATION AND CANTEEN	1	2660 SQM	4 STOREYED BUILDING
FACTORY	1	7274 SQM	1 STOREYED BUILDING
TEST WAY	1	1720 SQM	
TOTAL AREA		13767.52 SQM	

SUBMISSION

REVISION

REV	DESCRIPTION	DATE	DRAWN	CHECKED

Five Element InfraStructure Co.,Ltd
355,Shwe Hnin Si lane (2) Road,FMI City, HlaingTharyar township,Yangon, Myanmar
TEL: 09794627893,+8613572930892
E-MAIL: jia20Siong@gmail com

PROJECT	MYO THA CAR FACTORY		
DRAWING TITLE	MASTER PLAN		
DRAWING NO.	A 0.01		
DRAWN : ZMMT			REVISION
CHECKED :		SCALE	DATE 21Dec 2017
APPROVED :			
CADFILE XREF			

MANDALAY MYO THA INDUSTRIAL PARK, CAR FACTORY PROJECT

Site Area	874869 sqft (81278 sqm)

1	CAR SHOWROOM AND OFFICE								Remark
TOTAL FLOOR AREA	29618 sqft (2752 sqm)								
BUILDING LENGTH & WIDTH	174' 3" x 99' 5" (53.1 m x 30.3m)								
TOTAL BUILDING HEIGHT	40' 6" (12.35 m)								
Floor	Total	Total	Service	Service	Net	Net	Car	High	
	sqft	sqm	sqft	sqm	sqft	sqm	no	ft	
Ground Floor	15881.07	1475.40	1534.93	142.60	14346.14	1332.80	0.00	11' 10"	Showroom
1 Floor	6868.67	638.12	1020.53	94.81	5848.14	543.31	7.00	11' 10"	Office
2 Floor	6868.67	638.12	1020.53	94.81	5848.14	543.31	7.00	13' 5"	Office
Total	29618.41	2751.64	3575.99	332.22	26042.42	2419.42	14.00	37' 1"	

2	ACCOMMODATION AND CANTEEN								Remark
TOTAL FLOOR AREA	28644 sqft (2660 sqm)								
BUILDING LENGTH & WIDTH	139' 7" x 52' 11" (42.553 m x 16.129m)								
TOTAL BUILDING HEIGHT	56' 0" (17.074 m)								
Floor	Total	Total	Service	Service	Net	Net	Car	High	
	sqft	sqm	sqft	sqm	sqft	sqm	no	ft	
Ground Floor	7161.00	665.00	4080.00	379.00	3081.00	286.00	12.00	14.00	Residential
1 Floor	7161.00	665.00	2801.00	260.00	4360.00	405.00	12.00	12.00	Residential
2 Floor	7161.00	665.00	2801.00	260.00	4360.00	405.00	12.00	12.00	Residential
3 Floor	7161.00	665.00	2801.00	260.00	4360.00	405.00	12.00	12.00	Residential
Total	28644.00	2660.00	12483.00	1159.00	16161.00	1501.00	48.00	50.00	

3	FACTORY								Remark
TOTAL FLOOR AREA	78296 sqft (7274 sqm)								
BUILDING LENGTH & WIDTH	494' 1" x 158' 6" (150.6 m x 48.3m)								
TOTAL BUILDING HEIGHT	54' 11" (16.75 m)								
Floor	Total	Total	Service	Service	Net	Net	Car	High	
	sqft	sqm	sqft	sqm	sqft	sqm	no	ft	
Ground Floor	78296.47	7273.98	0.00	0.00	78296.47	7273.98	0.00	51.67	Factory
Total	78296.47	7273.98	0.00	0.00	78296.47	7273.98	0.00	51.67	

1. A0.02 AREA DATA

SUBMISSION

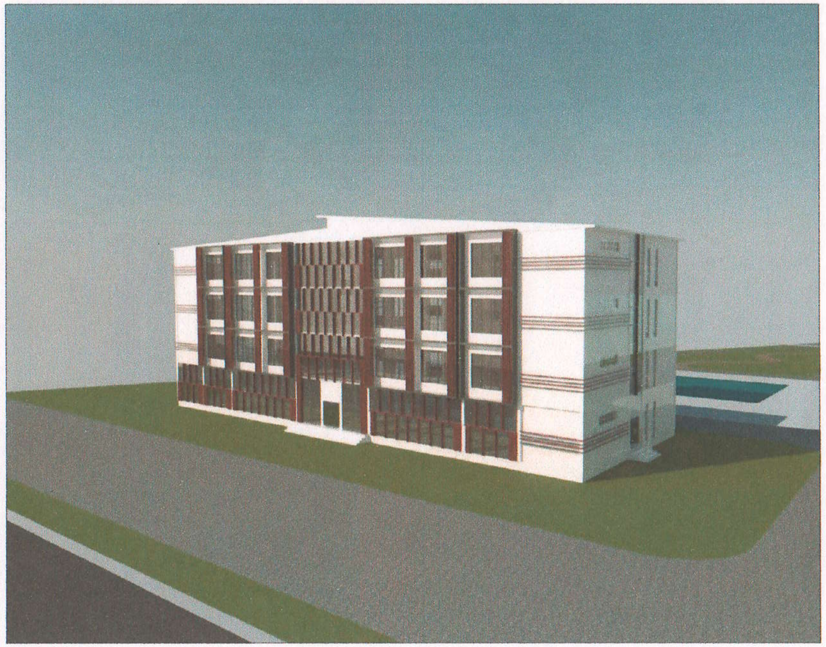
REVISION

REV	DESCRIPTION	DATE	DRAWN	CHECKED

Five Element InfraStructure Co.,Ltd

PROJECT	MYO THA CAR FACTORY
DRAWING TITLE	AREA DATA
DRAWING NO.	A 0.02
DRAWN :	ZMT
REVISION	
CHECKED :	
APPROVED	
SCALE	
DATE	29 DEC, 2017
CADFILE XREF	





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PERSPECTIVE

Accommodation & Canteen

SUBMISSION

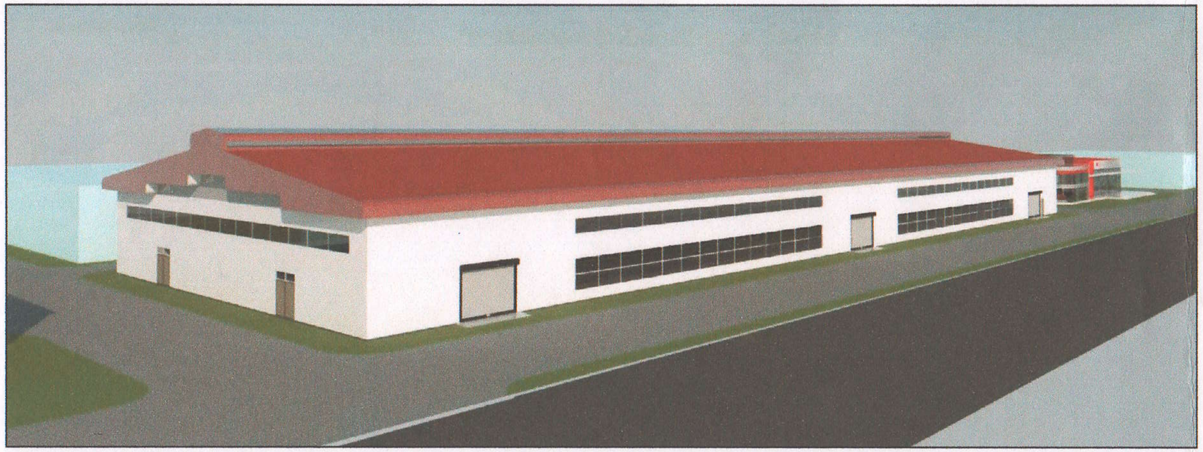
REVISION

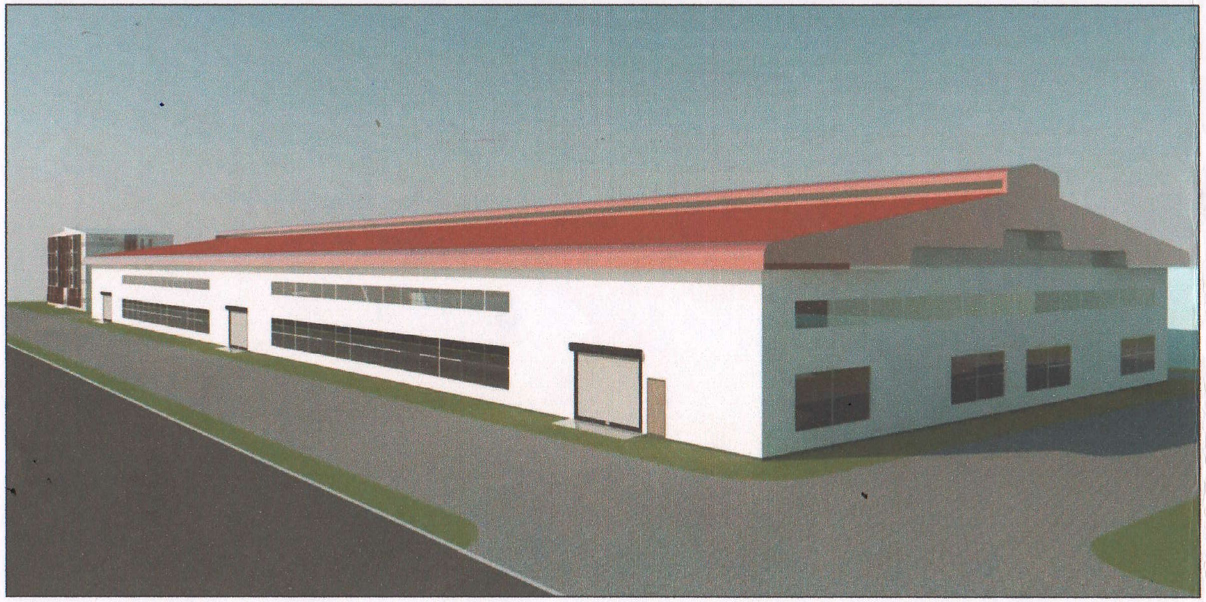
REV	DESCRIPTION	DATE	DRAWN	CHECKED

Five Element
InfraStructure Co.,Ltd
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TEL: 09791627893,+8613572936892
E-MAIL: jia205lang@gmail.com

PROJECT	MYO THA CAR FACTORY ACCOMMODATION & CANTEEN
DRAWING TITLE	PERSPECTIVE
DRAWING NO.	A 6.01

DRAWN : TRS		REVISION
CHECKED :	SCALE	DATE 21Dec 2017
APPROVED :		
CADFILE XREF		





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PERSPECTIVE

Car Showroom and Office

SUBMISSION

REVISION

REV	DESCRIPTION	DATE	DRAWN	CHECKED

Five Element
InfraStructure Co.,Ltd
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PROJECT	MYO THA CAR FACTORY FACTORY
DRAWING TITLE	PERSPECTIVE
DRAWING NO.	A 6.01

DRAWN : SYN		REVISION
CHECKED :	SCALE	DATE 21Dec 2017
APPROVED :		
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EXTERIOR PERSPECTIVE

Factory

SUBMISSION

REVISION

REV	DESCRIPTION	DATE	DRAWN	CHECKED

Five Element
InfraStructure Co.,Ltd

PROJECT	MYO THA CAR FACTORY CAR SHOW ROOM
DRAWING TITLE	PERSPECTIVE
DRAWING NO.	A 6.01
DRAWN : ZMMT	REVISION
CHECKED :	SCALE
APPROVED :	DATE 21 DEC, 2017
CADFILE XREF	